

## **INSTRUMENT**

Unofficial Translation
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Adoption of the Multilateral Open Skies Agreement for Member States of the Latin American Civil Aviation Commission (LACAC)

Punta Cana, Dominican Republic, 2-5 November 2010

The plenipotentiaries of the Latin American Civil Aviation Commission (LACAC) Member States came together on occasion of the XIX Ordinary Assembly of LACAC in Punta Cana, Dominican Republic, on 2-5 November 2010, to sign the Multilateral Open Skies Agreement for LACAC Member States.

The following States were represented and presented credentials and full powers, found to be in good and due form:

Chile

Dominican Republic

Uruguay

The XIX Ordinary Assembly of LACAC adopted the text of the Multilateral Open Skies Agreement.

In accordance with Article 38, this Agreement is open for signature during the holding of the Assembly, at the venue and on the date mentioned above and, subsequently, at the headquarters of the LACAC Secretariat, in Lima, Peru.

The Ordinary Assembly of LACAC adopted the following resolution by consensus:

### **RESOLUTION N° A19-03**

#### **MULTILATERAL OPEN SKIES AGREEMENT FOR THE MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION**

#### **Preamble**

The undersigned governments, hereinafter “the States Parties” or “the Parties” to this Agreement;

BEING PARTIES to the Convention on International Civil Aviation, opened for signature in Chicago on 7 December 1944;

CONSIDERING that the conclusion of a multinational agreement on international air transport will promote cooperation and the development of Latin American countries;

WISHING to facilitate the expansion of opportunities for international air services of the countries in the Region;

CONVINCED of the advisability of optimising aeronautical resources and the infrastructure of the Region;

AWARE of the need to develop the aeronautical industry and to take into account the rights and interests of users;

EXPRESSING their desire to coordinate their aeronautical policies in their mutual relations and with third countries and integration systems; and

ASSERTING their commitment to the safety of aircraft, passengers, infrastructure and third parties, as well as to facilitation and environmental protection;

HAVE AGREED the following:

## **Article 1**

### **Definitions**

For the purposes of this Agreement:

- “Aeronautical authority” is the governmental entity designated in each of the States Parties empowered to regulate international air transport or its successor organisation(s);
- “Agreement” means this Agreement and the corresponding amendments;
- “Capacity” is the number of services provided under the Agreement, usually measured in the number of frequencies or tonnes of cargo offered in a market on a weekly basis or during any other given period;
- “Convention” designates the Convention on International Civil Aviation opened for signature in Chicago on 7 December 1944, including the Annexes adopted under Article 90 of said Convention, and the amendments to the Annexes or the Convention under Articles 90 and 94, to the extent the Annexes and amendments are applicable to the States Parties;
- “Designated airline” means an airline that has been designated and authorised in accordance with Article 3 of this Agreement;
- “Fare” means the price to be paid for the transport of passengers, baggage and cargo, and the conditions under which such price applies, including the prices and commissions of agencies and other ancillary services;
- “Territory”, in relation to a State, means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;
- “Air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings assigned to them in Article 96 of the Convention; and
- “LACAC” means the Latin American Civil Aviation Commission.

## **Article 2**

### **Granting of rights**

1. Each Party grants to the other Parties the following rights for the provision of international air transport services by the airlines of the other Parties:

- the right to fly without landing across its territory;
- the right to make stops in its territory for non-traffic purposes;
- the right to provide scheduled and non-scheduled international passenger, cargo and mail air transport services, either separately or in combination, from points before the territory of the Party designating the airline, across the territory of that Party and intermediate points, to any point in the territory of the Party that has granted the right and beyond, with full third, fourth, fifth, and sixth freedom traffic rights, with the number of frequencies and the flight equipment they deem appropriate;
- the right to provide exclusive scheduled and non-scheduled cargo services between the territory of the Party that granted the right and any third country, such services not necessarily including points in the territory of the Party designating the airline, with full traffic rights up to the seventh freedom, with the number of frequencies and flight equipment they deem appropriate;
- the right to provide combined scheduled and non-scheduled services between the territory of the Party that granted the right and any third party, such services not necessarily including points in the territory of the Party designating the airline, with full traffic rights up to the seventh freedom, with the number of frequencies and flight equipment they deem appropriate;
- the right to provide scheduled and non-scheduled air transport services combining passengers and cargo, or cargo alone, between points in the territory of the Party that has granted the right of cabotage (eighth and ninth freedoms); and
- all other rights specified in this Agreement.

2. Each designated airline may, in any or all of its flights and at its own discretion:

- operate flights in either or both directions;
- combine different flight numbers in one aircraft operation;
- operate services to previous, intermediate and subsequent points, and points in the territory of the Parties along the routes, in any combination or in any order;
- exclude stops at any point or points;
- transfer traffic from any of its aircraft to any of its other aircraft at any point along the routes;
- operate services to points located before any point in its territory, with or without change of aircraft or flight number, and offer and advertise such services to the public as direct

services, in all cases taking the necessary steps to ensure that consumers are fully informed;

- make a stop at any point inside or outside the territory of any of the Parties;
- carry in-transit traffic through the territory of any of the other Parties; and
- combine traffic on the same aircraft, regardless of its point of origin; without any geographical or direction restrictions and without losing any right to carry traffic granted under this Agreement.

### **Article 3**

#### **Designation and Authorisation**

1. Each Party shall have the right to designate as many airlines as it sees fit to operate the agreed services in accordance with this Agreement and to withdraw or modify such designations. The designations will be communicated in writing to the other Parties through diplomatic channels and to the Depositary.

2. Upon receiving the corresponding designation and the request from the designated airline, in the manner and in accordance with the prescribed requirements for the operation approval, each Party will grant the appropriate operation permit as promptly as possible, provided:

- the airline is incorporated in the territory of the State Party that designates it and it is headquartered in the territory of that Party.
- the airline is under the effective regulatory control of the State Party that designates it;
- the Party designating the airline complies with the provisions set forth in Article 8 (Safety) and Article 9 (Security); and
- the designated airline is qualified to meet all other conditions established by law and in the regulations normally applied to the operation of international air transport services by the Party that reviews the request(s).

3. Upon receiving the operation approval mentioned in paragraph 2, a designated airline may begin operation of the agreed services for which it has been designated, provided it complies with the applicable provisions of this Agreement and with the standards required by the Party that has granted the authorisation.

### **Article 4**

#### **Refusal, Revocation and Limitation of Authorisation**

1. The aeronautical authorities of each Party will have the right to refuse to grant the authorisations referred to in Article 3 (Designation and Authorisation) of this Agreement with respect to an airline designated by any of the other Parties, and to revoke and suspend said authorisations, or to impose temporary or permanent conditions on them:

- in case they consider that the airline has not been incorporated in the territory of the State Party designating the airline and is not headquartered in the territory of that Party;
- in case they consider that the airline is not under effective regulatory control of the State Party designating it;

- in case the Party designating the airline does not comply with the provisions of Article 8 on Safety and Article 9 on Security; and
- in case such designated airline is not qualified to meet the other requirements prescribed based on the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

2. Unless immediate measures are required to prevent the violation of the aforementioned laws and regulations or unless safety or security requires measures according to the provisions of Article 8 on Safety or Article 9 on Security, the rights listed in paragraph 1 of this Article will be exercised only after consultation by the aeronautical authorities in accordance with Article 31 (Consultations) of this Agreement.

### **Article 5**

#### **Law Enforcement**

The laws and regulations of any of the Parties that govern the entry to, and exit from, its territory of aircraft used in international air services, or that govern the operation and navigation of such aircraft while in their territory, will be applicable to the aircraft of the designated airlines of the other Parties.

### **Article 6**

#### **Direct transit**

Passengers, baggage, cargo and mail in direct transit will be subject only to a simplified inspection. Baggage and cargo in direct transit will be exempt from customs duties and other similar rights.

### **Article 7**

#### **Recognition of Certificates**

1. The certificates of airworthiness, certificates of aptitude and licences issued or validated by any of the Parties and which are valid will be recognised as valid by the other Parties for the operation of the agreed services, provided the conditions under which such certificates and licences were issued or validated are equal to or higher than the minimum standards established pursuant to the Convention.

2. In case the privileges or conditions of licences and certificates mentioned in paragraph 1 above, issued by the aeronautical authorities of any of the Parties to an individual or designated airline, or in respect of an aircraft used in the operation of the agreed services, allow for a deviation from the minimum standards established pursuant to the Convention and this deviation has been notified to the International Civil Aviation Organization (ICAO), the other Parties may request consultations between the aeronautical authorities to clarify the practice in question.

3. However, each Party reserves the right not to recognise, with respect to flights over its territory or landing in the same, the certificates of aptitude and the licences granted to its nationals by the other Parties.

### **Article 8**

#### **Safety**

1. Each party may at any time request consultations on the safety standards applied by other Parties on aspects related to aeronautical facilities, flight crews, aircraft and aircraft operations. Said consultations will be held within 30 days of submitting the request.

2. If, following such consultations any of the Parties concludes that another Party does not maintain and manage effectively, with respect to the aspects mentioned in paragraph 1, safety

standards that are in compliance with the current standards pursuant to the Convention, said Party will be informed of such conclusions and the measures deemed necessary to comply with ICAO standards. The other Party shall then take appropriate corrective action within an agreed timeframe.

3. In accordance with Article 16 of the Convention, it is further agreed that any aircraft operated by or on behalf of an airline of any of the Parties for the provision of services to or from the territory of other Parties, may, when in the territory of any of the latter, be subject to inspection by the authorised representatives of that Party, provided this does not cause undue delay to the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Chicago Agreement, the purpose of this inspection is to check the validity of the relevant aircraft documentation, the licences of its crew, and that the aircraft equipment and the condition of the aircraft comply with the current standards established in the Convention.

4. When it is absolutely necessary to take urgent action to ensure the safety of the operations of an airline, each Party reserves the right to immediately suspend or modify the operation permit of one or more airlines of any of the other Parties.

5. Any action taken by any of the Parties in accordance with paragraph 4 above will be discontinued once the reasons that gave rise to such action cease to exist.

6. If it is determined that any of the Parties is still not meeting the ICAO standards once the agreed period referred to in paragraph 2 above has expired, this fact shall be notified to the Secretary General of ICAO, who will also be notified of the satisfactory resolution of said situation.

## **Article 9 Security**

1. In accordance with the rights and obligations under international law, the Parties ratify that their mutual obligation to protect the security of civil aviation against acts of unlawful interference is an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties will act particularly in accordance with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed in Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed in The Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of civil Aviation, signed in Montreal on 23 September 1971, its supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed in Montreal on 24 February 1988, as well as any other convention or protocol on civil aviation security to which the Parties have adhered.

2. The Parties will provide each other with all necessary assistance requested to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the security 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 will act, in their mutual relations, in accordance with the provisions on security established by ICAO and which are designated as Annexes to the Convention; they will require that operators of aircraft under their registry or operators who are headquartered or have their permanent residence in their territory, and operators of airports located in their territory, act in accordance with such provisions on security. Each Party will notify the other Parties of any difference between its national regulations and practices and the security standards contained in the Annexes. Any of the Parties may at any time request immediate consultations with other Parties on such differences.

4. Each Party agrees that aircraft operators may be required to comply with the security provisions mentioned in paragraph 3) above, for the entry to, exit from, or stay in their territory.

Each Party will ensure that appropriate measures to protect aircraft and to inspect passengers, crew, personal belongings, baggage, cargo and aircraft supplies are effectively applied in its territory before and during boarding or loading. Each Party will also consider favourably any request of any other Party to take reasonable special security measures to address a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the security of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties will assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat quickly and safely.

6. Each Party may request that its aeronautical authorities be allowed to assess the security measures that aircraft operators apply, or intend to apply, in the territory of another Party in respect of flights arriving from, or departing to, the territory of the first Party. Administrative arrangements for conducting such assessments will be agreed between the aeronautical authorities and implemented without delay to ensure that assessments are conducted promptly.

7. When any of the Parties has reasonable grounds to believe that another Party has deviated from the provisions of this Article, that Party may request consultations. Such consultations will begin within fifteen (15) days of receipt of the request of any of the Parties. If a satisfactory agreement is not reached within fifteen (15) days from the start of consultations, this will be grounds to refuse, revoke or suspend the approval of the airline or airlines designated by another Party or to impose conditions on them. When warranted by an emergency or for the purpose of preventing further infringements of the provisions of this Article, the first Party may adopt provisional measures at any time.

#### **Article 10**

##### **Security of Travel Documents**

1. Each Party agrees to take measures to ensure the security of its passports and other travel documents.

2. In this respect, each Party agrees to establish controls over the legitimate creation, issuance, verification and use of passports and other travel documents and identity documents issued by it or on its behalf.

3. Each Party also agrees to establish or improve the procedures to ensure that travel documents issued by it are of such quality that they will not be easily misused and, furthermore, will not be easily tampered with, cloned or unduly issued.

4. In order to meet the aforementioned objectives, each Party will issue its passports and other travel documents in accordance with the standards and recommendations of the ICAO document in force on this matter.

5. Each Party further agrees to exchange operational information on tampered or cloned travel documents and to cooperate with the other Parties to strengthen the protection against travel document fraud, including tampering or cloning, the use of tampered or cloned travel documents, the use of valid travel documents by impostors, the misuse of genuine travel documents by their right holders with the purpose of committing a crime, the use of expired or revoked travel documents and the use of travel documents obtained in a fraudulent manner.

#### **Article 11**

##### **Inadmissible and Improperly Documented Passengers and Deportees**

1. The Parties agree to establish effective border controls.

2. In this regard, each Party agrees to apply the standards and recommended practices of Annex 9 to the Chicago Agreement, Facilitation, on inadmissible and improperly documented passengers and deportees, in order to strengthen cooperation to fight illegal migration.

## **Article 12**

### **User Charges**

1. None of the Parties will impose or permit the imposition on the designated airlines of the other Parties, of charges or duties that are greater than those it imposes on its own airlines operating similar international services.

2. User charges imposed by the appropriate bodies of each Party to the airlines of the other Parties will be fair, reasonable and non-discriminatory.

3. Each Party will encourage consultations between the appropriate bodies in its territory and the airlines that use its facilities, and will encourage both of them to exchange the information required to permit a thorough analysis to determine whether charges are reasonable.

## **Article 13**

### **Customs Duties**

1. Each Party, based on reciprocity, will exempt one or more designated airlines of another Party, to the greatest extent possible under its national laws, from import restrictions, customs duties, indirect taxes, inspection fees and other domestic fees and charges that are not based on the cost of services provided on arrival, levied on, or affecting aircraft, fuel, lubricating oils, non-durable technical supplies and parts, including engines, standard aircraft equipment, on-board supplies and other products such as ticket booking and printed air waybills, and any printed material with the company logo and regular advertising material distributed without charge by said designated airline for the operation or servicing of aircraft of the airline designated by another Party, and which operates the agreed services.

2. The exemptions granted in this Article will apply to the products listed in paragraph 1:

- which are introduced into the territory of a Party by or on behalf of the designated airlines of another Party;
- which are on board the designated airlines of one Party on arrival in the territory of another Party or when leaving it;
- carried on board aircraft of the designated airlines of one Party into the territory of another Party and that are intended for use in the operation of the agreed services; or
- which are used or consumed, in whole or in part, within the territory of the Party granting the exemption, provided their ownership is not transferred within the territory of that Party.

3. The standard aircraft equipment, as well as materials and supplies normally carried on board the aircraft of a designated airline of any of the Parties, can only be unloaded in the territory of another Party with the approval of the customs authorities of said territory. In that case, they may be kept under the surveillance of said authorities until they are re-exported or other action is taken in accordance with customs regulations.

## **Article 14**

### **Taxes**



1. Profit resulting from the operation of aircraft of a designated airline in international air services, as well as the goods and services supplied thereto, will be taxed in accordance with the laws of each Party.

2. When there is a special agreement between the Parties to avoid double taxation on income and capital, the provisions contained therein will prevail.

### **Article 15** **Fair Competition**

Each designated airline will receive non-discriminatory treatment in an environment of healthy and fair competition for the operation of routes under this Agreement, within the framework of the competition laws of the Parties.

### **Article 16** **Capacity**

1. Each Party will allow each designated airline of another Party to determine the frequency and capacity of international air transport services it offers, based on commercial market considerations.

2. None of the Parties will unilaterally limit the volume of traffic, the frequency or regularity of the service, or the types of aircraft used by the designated airlines of any of the other Parties, except when necessary for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. None of the Parties will impose on the designated airlines of another Party a preference fee, a balance ratio, non-objection fees, or any other requirement concerning capacity, frequency or traffic that is inconsistent with the purpose of this Agreement.

4. In order to enforce the uniform conditions foreseen in paragraph 2) of this Article, none of the Parties will require the airlines of another Party to submit schedules, non-scheduled service programmes, or operation plans for approval, unless so required by the internal rules and on a non-discriminatory basis. If a Party requires the submission of such data, it will reduce, inasmuch as possible, the submission requirements and procedures applicable to the airlines designated by the other Party.

### **Article 17** **Rates**

Each designated airline will set its air transport rates based on commercial market considerations. The intervention of the States Parties will be limited to:

- preventing discriminatory practices or rates;
- protecting consumers from excessively high or restrictive rates resulting from abuse of a dominant position;
- protecting airlines from artificially low rates resulting from a direct or indirect government subsidy; and
- requiring, if deemed useful, that the rates to be charged by airlines of the other Parties to or from their territory, be registered with their aeronautical authorities.

## **Article 18**

### **Competition Laws**

1. The Parties will exchange information about their competition laws, policies and practices and their amendments, and about any specific objectives that they pursue, and which may affect the operation of air transport services under this Agreement. They will also identify the authorities responsible for their enforcement.
2. To the extent permitted by their own laws and regulations, the Parties will provide assistance to the airlines of the other Parties, indicating whether a given practice that an airline intends to apply is compatible with its competition laws, policies and practices.
3. The Parties will notify each other if they believe there may be incompatibility between the application of their competition laws, policies and practices and the implementation of this Agreement. The consultation procedure foreseen in this Agreement will be used, if so requested by any of the Parties, to determine whether such conflict exists and to seek ways to resolve it or minimise it.
4. The Parties will notify each other if they intend to sue the airline(s) of another Party, or about the initiation of any legal action between individuals under their competition laws.
5. The Parties will try to reach an agreement during the consultations, taking due account of the relevant interests of each Party.
6. If no agreement is reached, each Party, when applying its competition laws, policies and practices, will take into account the views expressed by the other Party and international courtesy and restraint.
7. The Party under whose competition laws a legal action between individuals has been initiated will provide the other Parties access to the relevant judicial body and, if appropriate, will provide information to said body. Such information may include its own interests in terms of foreign affairs, the interests of the other Party that has been notified and, if possible, the results of any consultation with the other Parties in connection with such action.
8. The Parties, to the extent permitted by their laws, national policies and international obligations, will authorise their airlines and nationals to disclose information about actions concerning competition laws to the appropriate authorities of any of the Parties, provided such cooperation or disclosure is not contrary to their most important national interests.

## **Article 19**

### **Currency Conversion and Transfer of Profits**

Each Party, in accordance with its laws, will allow the designated airlines of another Party, upon request, to convert and transfer abroad all local revenues from the sale of air transport services and other directly related activities, in excess of the amounts spent locally, allowing for their prompt conversion and transfer without restrictions or discrimination, at the exchange rate applicable on the date of the conversion and transfer request.

## **Article 20**

### **Sale and Marketing of Air Transport Services**

Each Party shall grant to the designated airlines of another Party the right to sell and market, in its territory, international air transport services, either directly or through agents or other

intermediaries, at the discretion of the airline, including the right to establish offices in the network or outside of it.

## **Article 21**

### **Non-National Personnel and Access to Local Services**

Each Party will allow the designated airlines of another Party:

- to bring to its territory and maintain non-national employees to perform managerial, commercial, technical, operational and other specialised functions required for the provision of air transport services in compliance with the applicable entry, residence and employment laws and regulations of the State Party that receives them; and
- to use the services and staff of any organisation, company or airline working in its territory and that is authorised to provide such services.

## **Article 22**

### **Changes in Capacity**

A designated airline that conducts international air transport operations may at any point of any segment of the agreed routes, change, without limitation, the type or number of aircraft used, provided transport beyond such point is a continuation of transport from the territory of the Party that designated the airline and, in the return direction, transport to the territory of the designating Party is a continuation of transport from beyond that point.

## **Article 23**

### **Ground Handling**

1. Subject to the applicable safety provisions, including ICAO standards and recommended practices (SARPs) contained in Annex 6, each Party will allow the designated airlines of the other Parties, at the discretion of each airline, to:

- carry out their own ground handling;
- provide services to one or more airlines;
- partner with others to create a service-providing entity; and
- choose from competing service providers.

2. When the internal regulations of one Party limit or prevent the exercise of the aforementioned rights, each designated airline shall be treated in a non-discriminatory manner with respect to the ground assistance services offered by a duly authorised supplier(s).

## **Article 24**

### **Code Sharing and Cooperation Arrangements**

1. In order to operate or maintain the authorised services on the agreed routes, any designated airline of any of the Parties may enter into marketing arrangements such as joint operations, capacity reservation, or code-sharing agreements with:

- one or several airlines of any of the Parties;
- one or several airlines of a third country; and

- a provider of surface transport of any country;
- provided all airlines in such arrangements 1) have the necessary authorisation and 2) meet the requirements normally applied to such arrangements.

2. The Parties agree to adopt the necessary measures to ensure that consumers are fully informed and protected with regard to code-sharing flights to or from their territory, and, at least, passengers are provided with the necessary information in the following ways:

- orally and, if possible, in writing at the time of booking;
- in written form in the itinerary that accompanies the electronic ticket, or on any other document that replaces the latter, as written confirmation, including information about the individuals to be contacted if problems arise, and clearly indicating which airline is liable for damages or accidents; and
- orally by the airline ground personnel during all the stages of the trip.

#### **Article 25 Leasing**

The designated airlines of each of the Parties may use leased aircraft from another company, with or without crew, subject to the laws and regulations of the Parties involved, provided all the airlines participating in such arrangements have the appropriate authorisation and comply with the provisions of Article 8 (Safety) and Article 9 (Security).

#### **Article 26 Multimodal Services**

Each designated airline may use surface transport modes without restrictions, together with the international air transport of passengers and cargo.

#### **Article 27 Computer Reservation Systems (CRS)**

Each Party will apply in its territory the criteria and principles of the ICAO Code of Conduct, for the regulation and operation of computer reservation systems.

#### **Article 28 Smoking Ban**

1. Each Party will prohibit or cause their airlines to prohibit smoking on all passenger flights operated by its airlines between the territories of the Parties. This prohibition will be applied in all areas within the aircraft and will apply from the moment the aircraft starts boarding passengers until it completes their disembarkation.

2. Each Party will take all measures it deems reasonable to ensure compliance by its airlines, passengers and crew members, of the provisions of this Article, including the application of appropriate penalties for noncompliance.

#### **Article 29**

## **Environmental Protection**

The Parties endorse the need to protect the environment by promoting the sustainable development of aviation. With respect to operations between their respective territories, the Parties agree to comply with the standards and recommended practices (SARPs) of the Annexes to the Convention and ICAO policies and guidelines on environmental protection.

### **Article 30 Statistics**

At the request of the aeronautical authorities, the Parties will share periodic statistics or similar information on traffic carried on the agreed services.

### **Article 31 Consultations**

1. Any of the Parties may at any time request consultations on the interpretation, application, implementation, amendment or enforcement of this Agreement.
2. Such consultations will begin within thirty [30] days from the date in which the other Party receives a written request, unless the Parties agree otherwise.

### **Article 32 Dispute Resolution**

1. If a dispute arises between the Parties concerning the interpretation or application of this Agreement, except those that may arise in relation to Article 8 (Safety) and Article 9 (Security), the aeronautical authorities will attempt to solve it first through consultations and negotiations between them.
2. If the Parties fail to reach an agreement through consultations and negotiations between the aeronautical authorities, they will try to resolve the dispute through diplomatic channels.
3. If the dispute or controversy persists, the States Parties may resort to all of the dispute settlement means foreseen in the Charter of the United Nations.

### **Article 33 Amendments**

Any Party may propose to the Depositary one or more amendments to the provisions of this Agreement. If negotiations are needed, the Party proposing the amendment will host such meetings and the Depositary will advise the Parties about the time and place of the meeting, at least sixty days in advance. All parties may participate in the negotiations. The amendment(s) will enter into force only after being accepted by all the Parties.

### **Article 34 Registration with ICAO**

The Depositary will register this Agreement and any amendment thereto before the International Civil Aviation Organization.

### **Article 35 Denouncement**

1. Any of the Parties may denounce this Agreement by giving written notice of the denouncement to the Depositary who, within ten (10) days after receiving the notification of denouncement, will advise the other Parties.

2. The denouncement will take effect twelve (12) months after the Depositary receives the notice, unless the denouncing Party withdraws its denouncement through a written communication sent to the Depositary within the 12-month period.

### **Article 36**

#### **Depositary**

1. The original of this Agreement will be deposited with the Latin American Civil Aviation Commission (LACAC), which shall be the Depositary of this Agreement.

2. The Depositary will send certified copies of the Agreement to all the Parties of the Agreement and to all the States that might subsequently adhere to it, that is, to all LACAC States.

After the entry into force of this Agreement, the Depositary will send to the Secretary General of the United Nations a certified copy of this Agreement for purposes of registration and publication pursuant to Article 102 of the Charter of the United Nations; and to the Secretary General of the International Civil Aviation Organization, in accordance with Article 83 of the Convention. The Depositary shall also send to the cited international officials a certified copy of every amendment that enters into force.

The Depositary will make available to the Parties a copy of any decision or arbitral award issued in accordance with Article 32 (Dispute Resolution) of this Agreement.

### **Article 37**

#### **Reservations**

This Agreement accepts reservations.

### **Article 38**

#### **Signature and Ratification**

1. This Agreement will be open for signature by the Governments of the States of the Latin American Civil Aviation Commission.

2. This Agreement will be subject to ratification. The instruments of ratification will be deposited with the Depositary.

### **Article 39**

#### **Accession**

Once this Agreement enters into force, any member State of the Latin American Civil Aviation Commission may accede to this Agreement by depositing an instrument of accession with the Depositary.

### **Article 40**

#### **Entry into Effect**

1. This Agreement will enter into effect thirty (30) days from the date of deposit of the third instrument of ratification and then, for each Party, thirty (30) days after the deposit of its instrument of ratification or accession.

2. The Depositary will inform each Party of the date of entry into effect of this Agreement.

DRAFTED in Punta Cana, Dominican Republic, on 4 November 2010, in Spanish, Portuguese and English, and signed on this date by the following Member States:

STATE	SIGNATURE	DATE
Argentina	_____	_____
Aruba	_____	_____
Belize	_____	_____
Bolivia	_____	_____
Brazil	(SIGNED) _____	8/Nov/2012 _____
Chile	(SIGNED) _____	5/Nov/2010 _____

Colombia	(SIGNED)	28/Jul/2011
_____	_____	_____

Costa Rica		
_____	_____	_____

Cuba		
_____	_____	_____

Ecuador		
_____	_____	_____

El Salvador		
_____	_____	_____

Guatemala	(SIGNED)	25/Apr/2011
_____	_____	_____

(SIGNED)	27/Mar/2012
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Honduras

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Jamaica

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Mexico

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Nicaragua

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Panama

(SIGNED)

13/Jun/11

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Paraguay

(SIGNED)

24/May/11

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Peru

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Dominican Republic	(SIGNED)	5/Nov/2010
	_____	_____

Uruguay	(SIGNED)	5/Nov/2010
	_____	_____

Venezuela		
	_____	_____

**RESOLUTION N° A19-15**

WHEREAS the Vienna Convention on the Law of Treaties admits in its Article 25 the possibility of provisional application of a Treaty pending its entry into force,

The signatory States resolve to provisionally apply the provisions of the Multilateral Open Skies Agreement for LACAC Member States.

STATE	SIGNATURE	DATE
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Argentina	_____	_____
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Aruba	_____	_____
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Belize	_____	_____
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Bolivia	_____	_____
Brazil	_____	_____
Chile	(SIGNED) _____	5/Nov/2010 _____
Colombia	_____	_____
Costa Rica	_____	_____
Cuba	_____	_____
Ecuador	_____	_____

El Salvador

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Guatemala

(SIGNED)

25/Apr/2011

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Honduras

(SIGNED)

27/Mar/2012

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Jamaica

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Mexico

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Nicaragua

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Panama

(SIGNED)

13/Jun/11

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Paraguay	(SIGNED)	24/May/11
	_____	_____
Peru		
	_____	_____
Dominican Republic	(SIGNED)	2/Feb/2011
	_____	_____
Uruguay	(SIGNED)	5/Nov/2010
	_____	_____
Venezuela		
	_____	_____

## RESERVATION NOTES

### ***SIGNING BY THE DOMINICAN REPUBLIC***

ON THE SECOND DAY OF FEBRUARY OF TWO THOUSAND ELEVEN, IN THE CITY OF LIMA, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC) CERTIFIES THE PRESENCE OF MR. LUIS RODRÍGUEZ ARIZA, AS PRESIDENT OF THE CIVIL AVIATION BOARD (JUNTA DE AVIACIÓN CIVIL - JAC) OF THE DOMINICAN REPUBLIC, AMBASSADOR, DEPUTY REPRESENTATIVE TO ICAO AND LACAC, WITH SPECIAL POWERS GRANTED BY HIS EXCELLENCY MR. LEONEL FERNÁNDEZ, PRESIDENT OF THE REPUBLIC, TO SIGN RESOLUTION A19-15, WHICH ALLOWS SIGNATORY STATES TO PROVISIONALLY APPLY THE PROVISIONS OF THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF LACAC. ON THIS DATE, TOGETHER WITH THE SIGNATURE, THE FOLLOWING RESERVATIONS TO THE AFOREMENTIONED AGREEMENT ARE ALSO FILED:

**ARTICLE 2.** *“THE DOMINICAN REPUBLIC FILES RESERVATIONS WITH RESPECT TO ARTICLE 2 OF THE AGREEMENT, SINCE ITS CURRENT COMMERCIAL AVIATION POLICY RESTRICTS THE GRANTING OF TRAFFIC RIGHTS UP TO THE SEVENTH FREEDOM TO ALL-CARGO FLIGHTS”.*

**ARTICLE 12.** *“THE DOMINICAN REPUBLIC FILES RESERVATIONS WITH RESPECT TO PARAGRAPH 2, SPECIFICALLY ON THE TERMS “FAIR AND REASONABLE”, SINCE THEY INVOLVE A SUBJECTIVE ASSESSMENT, AND PARAGRAPH 3, SINCE ITS APPLICATION INTERFERES WITH THE POWER OF THE DOMINICAN STATE TO IMPOSE THE CHARGES AND DUTIES IT DEEMS APPROPRIATE”*

THE SECRETARY OF LACAC CERTIFIES THE AFOREMENTIONED RATIONALE, WHICH APPEARS IN NOTICE 192 DATED 26 JANUARY 2011.

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

### **CLARIFICATION OF RESERVATION**

ON THE TWENTY-THIRD DAY OF OCTOBER OF TWO THOUSAND TWELVE, IN THE CITY OF LIMA, REPUBLIC OF PERU, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), CERTIFIES HAVING RECEIVED ON 27 SEPTEMBER OF TWO THOUSAND TWELVE THE DIPLOMATIC NOTE No. DEJ./22866 OF THE MINISTRY OF FOREIGN AFFAIRS OF THE DOMINICAN REPUBLIC, CLARIFYING AND SPECIFYING THE INTERPRETATION TO BE GIVEN TO THE RESERVATION FILED ON 1 FEBRUARY OF TWO THOUSAND ELEVEN WITH RESPECT TO ARTICLE 2 OF THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), IN THE SENSE THAT THE AFOREMENTIONED RESERVATION APPLIES ONLY TO THE THIRD-TO-LAST AND SECOND-TO-LAST PARAGRAPHS OF ITEM 1, ARTICLE 2 OF THE AGREEMENT AND NOT TO THE ENTIRE ARTICLE 2.

THE CLARIFICATION ALSO SPECIFIES THAT THE RESERVATIONS ONLY REFER TO THE GRANTING OF SEVENTH FREEDOM TRAFFIC RIGHTS FOR PASSENGER OPERATIONS, AND EIGHTH AND NINTH FREEDOM TRAFFIC RIGHTS FOR ANY TYPE OF OPERATION, SINCE THE DOMINICAN AIR TRANSPORT POLICY RESTRICTS THE CONCESSION OF TRAFFIC RIGHTS UP TO THE SEVENTH FREEDOM TO ALL-CARGO FLIGHTS.

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

### **SIGNING BY GUATEMALA**

ON THE TWENTY-FIFTH DAY OF APRIL OF TWO THOUSAND ELEVEN, IN THE CITY OF GUATEMALA, GUATEMALA, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), CERTIFIES THE PRESENCE OF MR. JUAN JOSE CARLOS SUAREZ, AS DIRECTOR, COMPTROLLER OF THE GENERAL DIRECTORATE OF CIVIL AVIATION (DIRECCIÓN GENERAL DE AERONÁUTICA CIVIL - DGAC) OF GUATEMALA, WITH SPECIAL POWERS GRANTED BY HIS EXCELLENCY MR. ÁLVARO COLÓN CABALLERO, PRESIDENT OF THE REPUBLIC, TO SIGN THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION, IN ACCORDANCE WITH RESOLUTION A19-03, AND RESOLUTION A19-15, WHICH ALLOWS SIGNATORY STATES TO PROVISIONALLY APPLY ITS PROVISIONS. TOGETHER WITH THE SIGNATURE, THE FOLLOWING RESERVATION IS ALSO FILED:

**ARTICLE 2.** *“THE REPUBLIC OF GUATEMALA, IN ACCORDANCE WITH ITS COMMERCIAL AVIATION POLICY, FILES A SPECIFIC RESERVATION WITH RESPECT TO THE PARAGRAPH OF ARTICLE 2 OF THE AGREEMENT THAT REFERS TO THE RIGHT TO PROVIDE SCHEDULED AND NON-SCHEDULED AIR TRANSPORT SERVICES COMBINING PASSENGERS AND CARGO, OR CARGO ALONE, BETWEEN POINTS IN THE TERRITORY OF GUATEMALA (RIGHT OF CABOTAGE)”.*

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

***SIGNING BY PARAGUAY***

ON THE TWENTY-FOURTH DAY OF MAY OF TWO THOUSAND ELEVEN, IN THE CITY OF ASUNCION, REPUBLIC OF PARAGUAY, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), CERTIFIES THE PRESENCE OF MR. NICANOR CESPEDES CESPEDES, AS PRESIDENT OF THE NATIONAL DIRECTORATE OF CIVIL AVIATION (DIRECCIÓN NACIONAL DE AERONÁUTICA CIVIL – DINAC) OF PARAGUAY, WITH FULL POWERS GRANTED BY HIS EXCELLENCY MR. JUAN ESTEBAN AGUIRRE, DEPUTY MINISTER OF FOREIGN AFFAIRS OF PARAGUAY, TO SIGN THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION, IN ACCORDANCE WITH RESOLUTION A19-03, AND RESOLUTION A19-15, WHICH ALLOWS SIGNATORY STATES TO PROVISIONALLY APPLY ITS PROVISIONS. TOGETHER WITH THE SIGNATURE, THE FOLLOWING RESERVATION IS ALSO FILED:

**ARTICLE 2.** *“THE REPUBLIC OF PARAGUAY, IN ACCORDANCE WITH ITS COMMERCIAL AVIATION POLICY, FILES A RESERVATION WITH RESPECT TO THE PARAGRAPH OF ARTICLE 2 OF THE AGREEMENT THAT REFERS TO THE RIGHT TO PROVIDE SCHEDULED AND NON-SCHEDULED AIR TRANSPORT SERVICES COMBINING PASSENGERS AND CARGO, OR CARGO ALONE, BETWEEN POINTS IN THE TERRITORY OF PARAGUAY (RIGHT OF CABOTAGE)”.*

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

***SIGNING BY PANAMA***

ON THE THIRTEENTH DAY OF JUNE OF TWO THOUSAND ELEVEN, IN THE CITY OF PANAMA, REPUBLIC OF PANAMA, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), CERTIFIES THE PRESENCE OF MR. RAFAEL BÁRCENAS CH., AS DIRECTOR GENERAL OF THE CIVIL AVIATION AUTHORITY – CAA OF PANAMA, WITH FULL POWERS GRANTED BY HIS EXCELLENCY MR. CARLOS VARELA R., VICE-PRESIDENT OF PANAMA AND MINISTER OF FOREIGN AFFAIRS, TO SIGN THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION, IN ACCORDANCE WITH RESOLUTION A19-03, AND RESOLUTION A19-15, WHICH ALLOWS SIGNATORY STATES TO PROVISIONALLY APPLY ITS PROVISIONS. TOGETHER WITH THE SIGNATURE, THE FOLLOWING RESERVATIONS ARE ALSO FILED:



**ARTICLE 2.** *“THE REPUBLIC OF PANAMA, IN ACCORDANCE WITH ITS LAWS AND COMMERCIAL AVIATION POLICY, FILES A SPECIFIC RESERVATION WITH RESPECT TO THE PARAGRAPHS OF ARTICLE 2 ON GRANTING OF RIGHTS, ITEM 1 OF THE AGREEMENT, AS FOLLOWS:*

- *the right to provide exclusive scheduled and non-scheduled cargo services between the territory of the Party that granted the right and any third country, such services not necessarily including points in the territory of the Party designating the airline, with full traffic rights up to the seventh freedom, with the number of frequencies and flight equipment they deem appropriate;*
- *the right to provide combined scheduled and non-scheduled services between the territory of the Party that granted the right and any third country, such services not necessarily including points in the territory of the Party designating the airline, with full traffic rights up to the seventh freedom, with the number of frequencies and flight equipment they deem appropriate;*
- *the right to provide scheduled and non-scheduled air transport services combining passengers and cargo, or cargo alone, between points in the territory of the Party that has granted the right of cabotage (eighth and ninth freedoms). ”*

**ARTICLE 14.** *“THE REPUBLIC OF PANAMA, IN ACCORDANCE WITH ITS LAWS AND COMMERCIAL AVIATION POLICY, FILES A SPECIFIC RESERVATION WITH RESPECT TO ARTICLE 14, ON TAXES, ITEM 1 OF THE AGREEMENT, AS FOLLOWS:*

1. *Profit resulting from the operation of aircraft of a designated airline in international air services, as well as the goods and services supplied thereto, will be taxed in accordance with the laws of each Party.”*

**ARTICLE 18.** *“THE REPUBLIC OF PANAMA, IN ACCORDANCE WITH ITS LAWS AND COMMERCIAL AVIATION POLICY, FILES A SPECIFIC RESERVATION WITH RESPECT TO ARTICLE 18, REFERRING TO COMPETITION LAWS, ITEMS 2, 3, 4, 5, 6, 7, AND 8 OF THE AGREEMENT, AS FOLLOWS:*

2. *To the extent permitted by their own laws and regulation, the Parties will provide assistance to the airlines of the other Parties, indicating whether a given practice that an airline intends to apply is compatible with its competition laws, policies and practices.*
3. *The Parties will notify each other if they believe there may be incompatibility between the application of their competition laws, policies and practices and the implementation of this Agreement. The consultation procedure foreseen in this Agreement will be used, if so requested by any of the Parties, to determine whether such conflict exists and to seek ways to resolve it or minimise it.*
4. *The Parties will notify each other if they intend to sue the airline(s) of another Party, or about the initiation of any legal action between individuals under their competition laws.*
5. *The Parties will try to reach an agreement during the consultations, taking due account of the relevant interests of each Party.*
6. *If no agreement is reached, each Party, when applying its competition laws, policies and practices, will take into account the views expressed by the other Party and international courtesy and restraint.*

7. *The Party under whose competition laws a legal action between individuals has been initiated will provide the other Parties access to the relevant judicial body and, if appropriate, will provide information to said body. Such information may include its own interest in terms of foreign affairs, the interests of the other Party that has been notified and, if possible, the results of any consultation with the other Parties in connection with such action.*

8. *The Parties, to the extent permitted by their laws, national policies and international obligations, will authorise their airlines and nationals to disclose information about actions concerning competition laws to the appropriate authorities of any of the Parties, provided such cooperation or disclosure is not contrary to their most important national interests."*

**ARTICLE 32.** *"THE REPUBLIC OF PANAMA, IN ACCORDANCE WITH ITS LAWS AND COMMERCIAL AVIATION POLICY, FILES A SPECIFIC RESERVATION WITH RESPECT TO ARTICLE 32, ON DISPUTE RESOLUTION, ITEMS 2 AND 3 OF THE AGREEMENT, AS FOLLOWS:*

2. *If the Parties fail to reach an agreement through consultations and negotiations between the aeronautical authorities, they will try to resolve the dispute through diplomatic channels."*

3. *If the dispute or controversy persists, the States Parties may resort to all of the dispute settlement means foreseen in the Charter of the United Nations.*

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

**ACCREDITATION OF RATIFICATION – REPUBLIC OF PANAMA**

ON THE FIFTEENTH DAY OF JANUARY OF TWO THOUSAND THIRTEEN, IN THE CITY OF LIMA, REPUBLIC OF PERU, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), LEGALLY CERTIFIES THE DEPOSIT AND REGISTRATION OF THE INSTRUMENT OF RATIFICATION WITH RESERVATIONS OF THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION, IN ACCORDANCE WITH ARTICLE 36 THEREOF. THE AFOREMENTIONED INSTRUMENT IS DULY SIGNED BY HIS EXCELLENCY MR. RICARDO MARTINELLI B., PRESIDENT OF THE REPUBLIC OF PANAMA AND ENDORSED BY THE MINISTRY OF FOREIGN AFFAIRS.

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

**SIGNING BY COLOMBIA**

ON THE TWENTY-EIGHTH DAY OF JULY OF TWO THOUSAND ELEVEN, IN THE CITY OF CARTAGENA DE INDIAS, REPUBLIC OF COLOMBIA, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), CERTIFIES THE PRESENCE OF MR. SANTIAGO CASTRO GÓMEZ, AS DIRECTOR GENERAL OF THE SPECIAL CIVIL AVIATION ADMINISTRATIVE UNIT (UNIDAD ADMINISTRATIVA

ESPECIAL DE AERONÁUTICA CIVIL) OF THE REPUBLIC OF COLOMBIA, WITH FULL POWERS GRANTED BY HIS EXCELLENCY MR. JUAN MANUEL SANTOS, PRESIDENT OF THE REPUBLIC, AND MRS. MARIA ANGELA HOLGUIN CUELLAR, MINISTER OF FOREIGN AFFAIRS, TO SIGN THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION. TOGETHER WITH THE SIGNATURE, THE FOLLOWING RESERVATIONS ARE ALSO FILED:

**1. Regarding paragraph 3, item 1, of Article 2 of the Agreement that establishes:**

- “... the right to provide scheduled and non-scheduled international passenger, cargo and mail air transport services, either separately or in combination, from points before the territory of the Party designating the airline, across the territory of that Party and intermediate points, to any point in the territory of the Party that has granted the right and beyond, with full third, fourth, fifth, and sixth freedom traffic rights, with the number of frequencies and the flight equipment they deem appropriate; ...”

***The Republic of Colombia files a reservation with respect to fifth freedom traffic rights.***

**2. Regarding paragraph 4, item 1, of Article 2 of the Agreement that establishes:**

- “... the right to provide exclusive scheduled and non-scheduled cargo services between the territory of the Party that granted the right and any third country, such services not necessarily including points in the territory of the Party designating the airline, with full traffic rights up to the seventh freedom, with the number of frequencies and flight equipment they deem appropriate; ...”

***The Republic of Colombia files a reservation with respect to fifth and seventh freedom traffic rights.***

**3. Regarding paragraph 5, item 1, of Article 2 of the Agreement that establishes:**

- “... the right to provide combined scheduled and non-scheduled services between the territory of the Party that granted the right and any third country, such services not necessarily including points in the territory of the Party designating the airline, with full traffic rights up to the seventh freedom, with the number of frequencies and flight equipment they deem appropriate; ...”

***The Republic of Colombia files a reservation with respect to fifth and seventh freedom traffic rights.***

**4. Regarding paragraph 6, item 1, of Article 2 of the Agreement that establishes:**

- “... the right to provide scheduled and non-scheduled air transport services combining passengers and cargo, or cargo alone, between points in the territory of the Party that has granted the right of cabotage (eighth and ninth freedoms); ...”

***Colombia files a reservation, taking into account that, in accordance with internal laws and regulations, cabotage is an exclusive right of Colombian aircraft, and, accordingly, it does not consider itself bound by this provision.***

**5. Regarding Article 17 of the Agreement, that establishes:**

***“... Article 17. Rates.*** Each designated airline will set its air transport rates based on commercial market considerations. The intervention of the States Parties will be limited to:

- *preventing discriminatory practices or rates;*
- *protecting consumers from excessively high or restrictive rates resulting from abuse of a dominant position;*
- *protecting airlines from artificially low rates resulting from a direct or indirect government subsidy; and*
- *requiring, if deemed useful, that the rates to be charged by airlines of the other Parties to or from their territory, be registered with their aeronautical authorities. ...”*

*The Republic of Colombia, in accordance with its laws and commercial aviation policy, which establishes, in terms of rates, control over maximum rate levels, files a reservation and, accordingly, does not consider itself bound by the provisions of the aforementioned Article 17.*

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

### ***FIRST AMENDMENT***

ON THE TWENTY-EIGHTH DAY OF FEBRUARY OF TWO THOUSAND TWELVE, IN THE CITY OF LIMA, REPUBLIC OF PERU, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), LEGALLY CERTIFIES THAT, THROUGH OFFICIAL DIPLOMATIC NOTE (DIAJI.GTAJI No. 70490) DATED 20 FEBRUARY TWO THOUSAND TWELVE OF THE MINISTRY OF FOREIGN AFFAIRS OF COLOMBIA, SIGNED BY THE HONOURABLE MRS. MÓNICA LANZETTA MUTIS, VICE-MINISTER OF FOREIGN AFFAIRS, IN CHARGE OF THE FUNCTIONS OF THE MINISTER, THE GOVERNMENT OF COLOMBIA ADVISES THE LACAC SECRETARIAT OF ITS DECISION TO MODIFY AND WITHDRAW THE RESERVATIONS FILED WITH RESPECT TO THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION SIGNED ON THE TWENTY-EIGHTH DAY OF JULY OF TWO THOUSAND ELEVEN, AS RECORDED IN THE INSTRUMENT OF FULL POWERS GRANTED TO THE DIRECTOR GENERAL OF THE SPECIAL CIVIL AVIATION ADMINISTRATIVE UNIT OF COLOMBIA, MR. SANTIAGO CASTRO GÓMEZ, AS FOLLOWS:

*1. Regarding the first reservation with respect to paragraph 3, item 1, of Article 2 of the Agreement, **Colombia proceeds to its withdrawal.***

*2. Regarding the second reservation with respect to paragraph 4, item 1, of Article 2 of the Agreement, **Colombia proceeds to its modification** as follows:*

***“Colombia files a reservation with respect to seventh freedom rights; limited to the territory of the member States of the Latin American Civil Aviation Commission - LACAC”.***

*3. Regarding the third reservation with respect to paragraph 5, item 1, of Article 2 of the Agreement, **Colombia proceeds to its modification** as follows:*

***“The Republic of Colombia files a reservation with respect to seventh freedom rights; limited to the territory of the member States of the Latin American Civil Aviation Commission - LACAC”.***

4. Regarding the fourth reservation with respect to paragraph 6, item 1, of Article 2 of the Agreement, ***Colombia maintains the reservation as filed.***

5. Regarding the fifth reservation with respect to Article 17 of the Agreement, ***Colombia maintains the reservation as filed.***

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

## ***SECOND AMENDMENT***

ON THE SEVENTH DAY OF AUGUST OF TWO THOUSAND TWELVE, IN THE CITY OF LIMA, REPUBLIC OF PERU, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), LEGALLY CERTIFIES HAVING RECEIVED OFFICIAL DIPLOMATIC NOTE DIAJI.GTAJI No. 51446 DATED 3 AUGUST TWO THOUSAND TWELVE FROM THE MINISTRY OF FOREIGN AFFAIRS OF COLOMBIA, SIGNED BY THE HONOURABLE MRS. MÓNICA LANZETTA MUTIS, VICE-MINISTER OF FOREIGN AFFAIRS, IN CHARGE OF THE FUNCTIONS OF THE MINISTER, WHEREBY THE GOVERNMENT OF COLOMBIA ADVISES THE LACAC SECRETARIAT OF ITS DECISION TO REPLACE THE RESERVATIONS AND STATEMENTS EXPRESSED IN DIPLOMATIC NOTE DIAJI-GTAJI No. 70490 OF 20 FEBRUARY TWO THOUSAND TWELVE, IN RELATION TO THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION, SIGNED ON THE TWENTY-EIGHTH OF JULY OF TWO THOUSAND ELEVEN, AS RECORDED IN THE INSTRUMENT OF FULL POWERS GRANTED TO THE DIRECTOR GENERAL OF THE SPECIAL CIVIL AVIATION ADMINISTRATIVE UNIT OF COLOMBIA, MR. SANTIAGO CASTRO GÓMEZ, AS FOLLOWS:

1. Regarding paragraph 3, item 1, of Article 2 of the aforementioned Agreement:

***Reservation:*** The Republic of Colombia grants fifth freedom traffic rights, limited to the territory of the member States of the Latin American Civil Aviation Commission - LACAC.

2. Regarding paragraph 4, item 1, of Article 2 of the Agreement:

***Reservation:*** The Republic of Colombia grants fifth freedom traffic rights, limited to the territory of the member States of the Latin American Civil Aviation Commission – LACAC, and files a reservation with respect to seventh freedom traffic rights.

3. Regarding paragraph 5, item 1, of Article 2 of the Agreement:

***Reservation:*** The Republic of Colombia grants fifth freedom traffic rights, limited to the territory of the member States of the Latin American Civil Aviation Commission – LACAC, and files a reservation with respect to seventh freedom traffic rights.

4. Regarding paragraph 6, item 1, of Article 2 of the Agreement:

**Reservation:** *The Republic of Colombia files a reservation, since, according to the legislation and internal regulations, cabotage is an exclusive right of Colombian airlines, and, accordingly, does not consider itself bound by this provision.*

**5. Regarding Article 17 of the Agreement:**

**Reservation:** *The Republic of Colombia, in accordance with its commercial aviation policy and legislation, which, in terms of rates, establishes control over maximum rate levels, files a reservation and accordingly, does not consider itself bound by the provisions of the aforementioned Article 17.*

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

***SIGNING BY HONDURAS***

ON THE TWENTY-SEVENTH DAY OF MARCH OF TWO THOUSAND TWELVE, IN THE CITY OF SANTIAGO, CHILE, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), CERTIFIES THE PRESENCE OF MR. MANUEL ENRIQUE CACERES DIAZ, AS DIRECTOR GENERAL OF CIVIL AVIATION (DGCA) OF THE REPUBLIC OF HONDURAS, WITH FULL POWERS GRANTED BY HER EXCELLENCY MRS. ELENA HILSACA DE GARCIA, SECRETARY GENERAL OF THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF HONDURAS, TO SIGN THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION, IN ACCORDANCE WITH RESOLUTION A19-03, AND RESOLUTION A19-15, WHICH ALLOWS SIGNATORY STATES TO PROVISIONALLY APPLY ITS PROVISIONS. TOGETHER WITH THE SIGNATURE, THE FOLLOWING RESERVATION IS FILED:

**ARTICLE 2.** *“THE REPUBLIC OF HONDURAS, IN ACCORDANCE WITH ITS COMMERCIAL AVIATION POLICY, FILES A SPECIFIC RESERVATION WITH RESPECT TO ARTICLE 2 OF THE AGREEMENT, WHICH REFERS TO THE PROVISION OF SCHEDULED AND NON-SCHEDULED AIR TRANSPORT SERVICES COMBINING PASSENGERS AND CARGO, OR CARGO ONLY, BETWEEN POINTS IN THE TERRITORY OF HONDURAS (RIGHT OF CABOTAGE)”.*

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

***SIGNING BY BRASIL***

ON THE EIGHTH DAY OF NOVEMBER OF TWO THOUSAND TWELVE, IN THE CITY OF BRASILIA, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), CERTIFIES THE PRESENCE OF MR. WAGNER BITTENCOURT DE OLIVEIRA, AS MINISTER OF STATE, HEAD OF THE SECRETARIAT OF CIVIL AVIATION OF THE PRESIDENCY OF THE REPUBLIC OF BRAZIL, WITH FULL POWERS GRANTED BY HER EXCELLENCY MRS. DILMA ROUSSEFF, PRESIDENT OF THE REPUBLIC OF BRAZIL, TO SIGN THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION. TOGETHER WITH THE SIGNATURE, THE FOLLOWING RESERVATION AND DECLARATION ARE ALSO FILED:

**ARTICLE 2.** *“THE FEDERAL REPUBLIC OF BRAZIL, IN ACCORDANCE WITH RESOLUTION LACAC A19-03 AND ARTICLE 37 OF THE AGREEMENT, FILES A RESERVATION WITH RESPECT TO SEVENTH, EIGHTH, AND NINTH FREEDOMS OF THE AIR, EXPRESSED IN ITEMS 4, 5, AND 6 OF SECTION 1 OF ARTICLE 2 OF THE AGREEMENT.*

*IT INFORMS THAT SUCH RESERVATION IS PROTECTED BY THE POLICY ADOPTED BY BRAZIL FOR INTERNATIONAL CIVIL AVIATION, WHICH DOES NOT CONTEMPLATE THE EXERCISE OF SEVENTH FREEDOM TRAFFIC RIGHTS OR THE SO-CALLED RIGHTS OF CABOTAGE.*

*IT ALSO INFORMS ABOUT THE IMPOSSIBILITY OF ADOPTING LACAC RESOLUTION A19-15, BECAUSE BRAZIL HAS RATIFIED THE VIENNA CONVENTION ON THE LAW OF TREATIES, OF 23 MAY 1969, WITH A RESERVATION WITH RESPECT TO ARTICLE 25, WHICH REFERS TO THE PROVISIONAL APPLICATION OF TREATIES.*

*IT DECLARES THAT IT HAS TWO MAIN OBJECTIVES REGARDING THIS MULTILATERAL OPEN SKIES AGREEMENT, NAMELY THE PROMOTION OF REGIONAL INTEGRATION AND THE ELIMINATION OF RESTRICTIONS TO AIR TRANSPORT. BRAZIL UNDERSTANDS THAT THE FREEDOMS MUTUALLY GRANTED BY THE SIGNATORIES TO THE AGREEMENT MUST AT LEAST CONTEMPLATE THE LIBERALISATION OF TRAFFIC RIGHTS UP TO THE SEVENTH FREEDOM OF THE AIR, INSTRUMENTS WITHOUT WHICH THE MAIN OBJECTIVES OF THE AGREEMENT WOULD BE HINDERED.”*

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

**ACCREDITATION OF RATIFICATION - URUGUAY**

ON THE FIFTEENTH DAY OF DECEMBER OF TWO THOUSAND SEVENTEEN, IN THE CITY OF LIMA, REPUBLIC OF PERU, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), LEGALLY CERTIFIES THAT THE INSTRUMENT OF RATIFICATION OF THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION HAS BEEN DEPOSITED AND REGISTERED, IN ACCORDANCE WITH ARTICLE 36 THEREOF. THE AFOREMENTIONED INSTRUMENT IS DULY SIGNED BY HIS EXCELLENCY, MR. TABARÉ RAMÓN VÁSQUEZ ROSAS, PRESIDENT OF THE REPUBLIC OF URUGUAY, AND ENDORSED BY THE MINISTRY OF FOREIGN AFFAIRS.

(Seal)

(Original signed by)  
MARCO OSPINA  
SECRETARY OF LACAC

**ACCREDITATION OF RATIFICATION – FEDERAL REPUBLIC OF BRAZIL**

ON THE SEVENTH DAY OF MARCH OF TWO THOUSAND NINETEEN, IN THE CITY OF LIMA, REPUBLIC OF PERU, THE UNDERSIGNED, SECRETARY OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION (LACAC), LEGALLY CERTIFIES THAT THE INSTRUMENT OF RATIFICATION OF THE MULTILATERAL OPEN SKIES AGREEMENT FOR MEMBER STATES OF THE LATIN AMERICAN CIVIL AVIATION COMMISSION HAS BEEN DEPOSITED AND REGISTERED, IN ACCORDANCE WITH ARTICLE 36 THEREOF. THE AFOREMENTIONED INSTRUMENT IS DULY SIGNED BY HIS EXCELLENCY, MR. JAIR MESSIAS BOLSONARO, PRESIDENT OF THE FEDERAL REPUBLIC OF BRAZIL, AND ENDORSED BY THE MINISTER OF FOREIGN AFFAIRS.

(Seal)

(Original signed by)  
JAIME BINDER  
SECRETARY OF LACAC