

**AIR TRANSPORT AGREEMENT  
BETWEEN  
THE TAIPEI ECONOMIC AND CULTURAL  
REPRESENTATIVE OFFICE  
AND  
THE AMERICAN INSTITUTE IN TAIWAN**

The Taipei Economic and Cultural Representative Office (TECRO) and the American Institute in Taiwan (AIT) (hereinafter, "the Parties");

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

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not discriminatory and do not represent abuse of a dominant position, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

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

Have agreed as follows:

## **Article 1**

### **Definitions**

For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical authorities" means, in the case of AIT, the U.S. Department of Transportation, or its successor, and in the case of TECRO, the Civil Aeronautics Administration of the Ministry of Transportation and Communications and any person or agency authorized to perform the functions exercised by the said Civil Aeronautics Administration of the Ministry of Transportation and Communications;
2. "Agreement" means this Agreement, its Annexes, and any amendments thereto;
3. "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;

4. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:
  - (1) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by the United States, and
  - (2) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for the United States.
5. "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;
6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;
7. "International air transportation" means air transportation that passes through the airspace over the territory of more than one State, or the airspace over the territory represented by ECRO and the territory of one or more States, or the airspace over the territory represented by AIT and the territory of one or more States;
8. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in airtransportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
9. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;
10. "Territory" means the area under the administration of the authorities represented by either Party to this Agreement, as the context requires.
11. "User charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities.

## **Article 2**

### **Grant of Rights**

1. Each Party shall ensure that the authorities it represents grant the following rights for the conduct of international air transportation by the airlines designated by the other Party:
  - a. the right to fly across the territory it represents without landing;

- b. the right to make stops in the territory it represents for non-traffic purposes; and
- c. the rights otherwise specified in this Agreement.

2. Nothing in this Article shall be deemed to confer on the airline or airlines designated by one Party the right to participate in cabotage, including the carriage of passengers, their baggage, cargo, or mail carried for compensation.

### **Article 3**

#### **Designation and Authorization**

1. Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or both.

2. On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorizations and technical permissions, the other Party shall ensure that the authorities it represents grant appropriate authorizations and permissions with minimum procedural delay, provided:

- a. substantial ownership and effective control of that airline are vested in the Party or in persons represented by the Party designating the airline;
- b. the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
- c. the territory represented by the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security).

### **Article 4**

#### **Revocation of Authorization**

1. The authorities represented by either Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

- a. substantial ownership and effective control of that airline are not vested in the other Party, persons represented by the other Party, or both;

- b. that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws) of this Agreement; or
  - c. the authorities represented by the other Party are not maintaining and administering the standards as set forth in Article 6 (Safety).
2. Unless immediate action is essential to prevent further noncompliance with subparagraphs 1b or 1c of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.
  3. This Article does not limit the rights of the authorities represented by either Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines designated by the other Party in accordance with the provisions of Article 7 (Aviation Security).

## **Article 5**

### **Application of Laws**

1. While entering, within, or leaving the territory represented by one Party, the laws and regulations relating to the operation and navigation of aircraft in that territory shall be complied with by the airlines designated by the other Party.
2. While entering, within, or leaving the territory represented by one Party, the laws and regulations applicable in the territory represented by that Party relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the airlines designated by the other Party.

## **Article 6**

### **Safety**

1. Each Party shall ensure that the authorities it represents recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the aeronautical authorities represented by the other 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. The authorities represented by each Party may, however, refuse to recognize as valid for the purpose of flight above the territory represented by that Party, certificates of competency and licenses granted to or validated for persons represented by that Party that were granted by the aeronautical authorities represented by the other Party.

2. Either Party may request consultations concerning the safety standards maintained by aeronautical authorities represented by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the aeronautical authorities represented by the other Party do not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall ensure that the authorities it represents take appropriate corrective action. Each Party reserves the right of the authorities it represents to withhold, revoke, or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the authorities represented by the other Party do not take such appropriate corrective action within a reasonable time.

## **Article 7**

### **Aviation Security**

1. The Parties agree to act to ensure the protection of the security of civil aviation against acts of unlawful interference. The Parties shall ensure conformity with the standards established pursuant to the Convention and in particular ensure conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal February 24, 1988.

2. The Parties shall ensure that upon request all necessary assistance be provided to authorities of the other party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.

3. The Parties shall, in their mutual relations, ensure conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall ensure that operators of aircraft registered in the territory they represent, operators of aircraft who have their principal place of business or permanent residence in the territory they represent, and the operators of airports in the territory they represent act in conformity with such aviation security provisions.

4. Each Party agrees to ensure the observance of the security provisions required by the authorities of the other Party for entry into, for departure from, and while within the territory represented by that other Party and to ensure adequate measures are taken to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding and loading. Each Party shall also ensure that their aeronautical authorities give positive consideration to any request for special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, the Parties shall ensure that assistance is provided to facilitate communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. When a Party has reasonable grounds to believe that the aeronautical authorities represented by the other Party have departed from the aviation security provisions of this Article, that Party may request immediate consultations with the other Party. Failure to reach a satisfactory agreement within 15 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines designated by that Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days.

## **Article 8**

### **Commercial Opportunities**

1. Airlines represented by either Party shall have the right to establish offices in the territory represented by the other Party for the promotion and sale of air transportation.

2. Designated airlines shall be entitled, in accordance with the laws and regulations applicable in the territory represented by the other Party relating to entry, residence, and employment, to bring in and maintain in that territory managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation.

3. Each designated airline shall have the right to perform its own ground-handling ("self-handling") or, at its option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self handling were possible.

4. Airlines represented by either Party shall have the right to engage in the sale of air transportation in the territory represented by the other Party directly and, at the airline's

discretion, through its agents, except as may be specifically provided by charter regulations applicable in the territory where the flight originates, that relate to the protection of passenger funds, and passenger cancellation and refund rights. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in local currency or in freely convertible currencies.

5. Each airline shall have the right to convert and remit to its home offices, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

6. The airlines represented by each Party shall be permitted to pay for local expenses, including purchases of fuel, in local currency. At their discretion, such airlines may pay for local expenses in freely convertible currencies according to local currency regulation.

7. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as blocked-space, codesharing or leasing arrangements, with

i) an airline or airlines designated by either Party; and

ii) an airline or airlines of a third party, provided that such third party authorizes or allows comparable arrangements between the airlines represented by the other Party and other airlines on services to, from and via the territory of such third party;

provided that all airlines in such arrangements 1) hold the appropriate authority and 2) meet the requirements normally applied to such arrangements.

## **Article 9**

### **Customs Duties and Charges**

1. On arriving in the territory represented by one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (1) imposed by the authorities represented by the Parties, and (2) not

based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

a. aircraft stores introduced into or supplied in the territory represented by a Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline designated by the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory represented by the Party in which they are taken on board;

b. ground equipment and spare parts (including engines) introduced into the territory represented by a Party for the servicing, maintenance, or repair of aircraft of an airline designated by the other Party used in international air transportation; and

c. fuel, lubricants and consumable technical supplies introduced into or supplied in the territory represented by a Party for use in an aircraft of an airline designated by the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory represented by the Party in which they are taken on board.

d. promotional and advertising materials introduced into or supplied in the territory represented by one Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline designated by the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory represented by the Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory represented by the other Party of the items specified in paragraphs 1 and 2 of this Article.

## **Article 10**

### **User Charges**

1. User charges that may be imposed by the competent charging authorities or bodies represented by each Party on airlines represented by the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines represented by

the other Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines represented by the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in the territory it represents and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 14, to be in breach of a provision of this Article, unless the authorities represented (i) fail to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (ii) following such a review fail to take all steps within their power to remedy any charge or practice that is inconsistent with this Article.

## **Article 11**

### **Fair Competition**

1. Each Party shall ensure that the authorities it represents allow a fair and equal opportunity for all designated airlines represented by both Parties to compete in providing the international air transportation governed by this Agreement.

2. Each Party shall ensure that the authorities it represents allow each designated airline to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, each Party shall ensure that no limits are imposed by the authorities they represent unilaterally on the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by airlines designated by the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. Both Parties shall ensure that the authorities they represent do not impose or permit to be imposed on the other Party's designated airlines a first-refusal requirement,

uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

4. Both Parties shall ensure that the authorities they represent do not require or permit to be required the filing of schedules, programs for charter flights, or operational plans by airlines designated by the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party or the authorities it represents requires filings for information purposes, it shall ensure that the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party are minimized.

## **Article 12**

### **Pricing**

1. Each Party shall ensure that the authorities it represents allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention 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; and
- c. protection of airlines from prices that are artificially low due to direct or indirect subsidy or support provided by the authorities that a Party represents.

2. Each Party may require notification to or filing with the aeronautical authorities it represents of prices to be charged to or from the territory it represents by airlines designated by the other Party. Such notification or filing may be required no more than 30 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require or permit to be required the notification or filing by airlines designated by the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Neither Party shall take or permit to be taken unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) any designated airline for international air transportation between the territories represented by the Parties, or (b) an airline designated by one Party for international air transportation between the territory represented by the other Party and any other territory, including in both cases transportation on an interline or intraline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its

dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue.

If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

## **Article 13**

### **Consultations**

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed.

## **Article 14**

### **Settlement of Disputes**

1. Any dispute arising under this Agreement, except those that may arise under paragraph 3 of Article 12 (Pricing), that is not resolved by a first round of formal consultations may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.
2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:
  - a. Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
  - b. If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph a of this paragraph, either Party may request [a mutually agreed independent third party] to appoint the necessary arbitrator or arbitrators within 30 days. If [a mutually agreed independent third party] is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.
3. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific

procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.

4. Except as otherwise agreed or as directed by the tribunal, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or on its own initiative within 15 days after replies are due.

5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

6. The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

7. Each Party shall use its best efforts to ensure that full effect is given to any decision or award of the arbitral tribunal, in accordance with applicable laws.

8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by [the mutually agreed independent third party] in connection with the procedures of paragraph 2.b. of this Article shall be considered to be part of the expenses of the arbitral tribunal.

## **Article 15**

### **Termination**

Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) immediately before the first anniversary of the date of the notice by the other Party, unless the notice is withdrawn by agreement of the Parties before the end of this period.

## **Article 16**

### **Entry into Force**

This Agreement shall enter into force on the date of signature. Upon entry into force this Agreement shall supersede the Air Transport Agreement between the American Institute in Taiwan and the Coordination Council for North American Affairs, signed at Washington March 5, 1980, as amended and the Agreement on March 31, 1981, as amended by the Memorandum of Understanding dated October 15, 1981.

IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this agreement.

DONE at Washington, D.C., this 18th day of March, 1998, in duplicate, in the English and Chinese languages, each text being equally authentic.

**For the Taipei Economic and  
Cultural Representative Office:**

**For the American Institute  
in Taiwan:**

Stephen S.F. Chen, Representative

Richard C. Bush, Chairman of the Board and Managing Director

## **ANNEX I**

### **Scheduled Air Transportation**

#### Section I

##### Routes

Airlines designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

A. Routes for the airline or airlines designated by the American Institute in Taiwan:

From points behind the territory represented by AIT via the territory represented by AIT and intermediate points to a point or points in the territory represented by TECRO and beyond.

B. Routes for the airline or airlines designated by the Taipei Economic and Cultural Representative Office;

From points behind the territory represented by TECRO via the territory represented by TECRO and intermediate points to a point or points in the territory represented by AIT and beyond.

#### Section 2

##### Operational Flexibility

Each designated airline 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 represented by the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points; and
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
6. Serve points behind any point in the territory it represents 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 this Agreement; provided that the service serves a point in the territory represented by the Party designating the airline.

### 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 of the transportation from the territory represented by the Party that has designated the airline and, in the inbound direction, the transportation to the territory represented by the Party that has designated the airline is a continuation of the transportation from beyond such point.

### Section 4

#### Intermodal Services

Notwithstanding any other provision of this Agreement, designated airlines and indirect providers of cargo transportation shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories represented by 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 air 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.

## **ANNEX II**

### **Charter Air Transportation**

#### **Section I**

Airlines designated under this Annex shall, in accordance with the terms of their designation, have the right to carry international charter traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to, freight forwarder, split, and combination (passenger/cargo) charters):

Between any point or points in the territory represented by the Party that has designated the airline and any point or points in the territory represented by the other Party; and

Between any point or points in the territory represented by the other Party and any point or points in a third territory or territories, provided that such service constitutes part of a continuous operation, with or without a change of aircraft, that includes service to the home territory for the purpose of carrying local traffic between the home territory and the territory represented by the other Party.

In the performance of services covered by this Annex, airlines designated under this Annex shall also have the right: (1) to make stopovers at any points whether within or outside of the territory represented by either Party; (2) to carry transit traffic through the territory represented by the other Party; and (3) to combine traffic on the same aircraft, regardless of where it originated.

Each Party shall extend favorable consideration to applications by airlines designated by the other Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

#### **Section 2**

Any airline designated by either Party performing international charter air transportation originating in the territory represented by either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules of either Party. Both Parties agree to inform each other in a timely manner of the amendment or revision of applicable charter laws, regulations and rules. If the authorities represented by a Party apply different rules, regulations, terms, conditions, or limitations to one or more of the airlines operating in the territory it represents, each designated airline shall be subject to the least restrictive of such criteria.

However, nothing contained in the above paragraph shall limit the rights of the authorities represented by either Party to require airlines designated under this Annex by either Party to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights.

### Section 3

Except with respect to the consumer protection rules referred to in the preceding paragraph above, neither Party shall require an airline designated under this Annex by the other Party, in respect of the carriage of traffic from the territory represented by that other Party or of a third territory on a one-way or round-trip basis, to submit more than a declaration of conformity with the applicable laws, regulations and rules referred to under section 2 of this Annex or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

## **ANNEX III**

### **Principles of Non-Discrimination Within and Competition among Computer Reservations Systems**

Recognizing that Article 11 (Fair Competition) of this Agreement guarantees all designated airlines "a fair and equal opportunity to compete,"

Considering that one of the most important aspects of the ability of an airline to compete is its ability to inform the public of its services in a fair and impartial manner, and that, therefore, the quality of information about airline services available to travel agents who directly distribute such information to the traveling public and the ability of an airline to offer those agents competitive computer reservations systems (CRSs) represent the foundation for an airline's competitive opportunities, and

Considering that it is equally necessary to ensure that the interests of the consumers of air transport products are protected from any misuse of such information and its misleading presentation and that airlines and travel agents have access to effectively competitive computer reservations systems:

1. The Parties agree to ensure that CRSs will have integrated primary displays for which:
  - a. Information regarding international air services, including the construction of connections on those services, shall be edited and displayed based on non-discriminatory and objective criteria that are not influenced, directly or indirectly, by airline or market identity. Such criteria shall apply uniformly to all participating airlines.
  - b. CRS data bases shall be as comprehensive as possible.

c. CRS vendors shall not delete information submitted by participating airlines; such information shall be accurate and transparent; for example, code-shared and change-of-gauge flights and flights with stops should be clearly identified as having those characteristics.

d. All CRSs that are available to travel agents who directly distribute information about airline services to the traveling public in the territory represented by either Party shall not only be obligated to, but shall also be entitled to, operate in conformance with the CRS rules that apply in the territory where the CRS is being operated.

e. Travel agents shall be allowed to use any of the secondary displays available through the CRS so long as the travel agent makes a specific request for that display.

2. A Party shall ensure that each CRS vendor operating in the territory it represents allow all airlines willing to pay any applicable non-discriminatory fee to participate in its CRS. A Party shall ensure that all distribution facilities that a system vendor provides shall be offered on a non-discriminatory basis to participating airlines. A Party shall ensure that CRS vendors display, on a non-discriminatory, objective, carrier-neutral and market-neutral basis, the international air services of participating airlines in all markets in which they wish to sell those services. Upon request, a CRS vendor shall disclose details of its data base update and storage procedures, its criteria for editing and ranking information, the weight given to such criteria, and the criteria used for selection of connect points and inclusion of connecting flights.

3. CRS vendors operating in the territory represented by one Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory represented by the other Party if the CRS complies with these principles.

4. Neither Party shall, in the territory it represents, impose or permit to be imposed on the CRS vendors of the other Party more stringent requirements with respect to access to and use of communication facilities, selection and use of technical CRS hardware and software, and the technical installation of CRS hardware, than those imposed on its own CRS vendors.

5. Neither Party shall, in the territory it represents, impose or permit to be imposed on the CRS vendors of the other Party more restrictive requirements with respect to CRS displays (including edit and display parameters), operation, or sale than those imposed on its own CRS vendors.

6. CRSs in use in the territory represented by one Party that comply with these principles and other relevant non discriminatory regulatory, technical, and security standards shall be entitled to effective and unimpaired access in the territory represented by the other Party. One aspect of this is that a designated airline shall participate in such a system as fully in the territory it represents as it does in any system offered to travel

agents in the territory represented by the other Party. Owners/operators of CRSs in the territory represented by one Party shall have the same opportunity to own/operate CRSs that conform to these principles within the territory represented by the other Party as do owners/operators in the territory represented by that Party. Each Party shall ensure that the airlines it designates and the CRS vendors in the territory it represents do not discriminate against travel agents in the territory it represents because of their use or possession of a CRS also operated in the territory represented by the other Party.