

**MEMORANDUM OF UNDERSTANDING BETWEEN THE AERONAUTICAL
AUTHORITIES OF THE REPUBLIC OF COSTA RICA
AND THE UNITED ARAB EMIRATES**

The delegations representing the Aeronautical Authorities of Costa Rica and the United Arab Emirates (hereinafter referred to "Costa Rica" and "UAE" respectively or Contracting Party and collectively as the "Delegations" or Contracting Parties) met in San José, Costa Rica on September 21 and 22, 2011, for the purpose of negotiating an Air Services Agreement and related arrangements which would be applicable in respect of the operations of air transportation between and beyond their respective countries.

Discussions were held in a very friendly atmosphere. The composition of the two Delegations is attached as "Attachment A" of this Memorandum.

The following understandings were reached between the Delegations:

1. Air Services Agreement Text

- a) The Delegations negotiated and agreed upon the text of the Air Services Agreement by initialing the text which is attached as "Attachment B".
- b) The Delegations decided to recommend to their respective Governments the formal signing of the initialed Air Services Agreement. The Delegations agreed to inform each other in writing through diplomatic channels when the national requirements to bring the initialed Air Services Agreement in force have been satisfied.
- c) Both Aeronautical Authorities confirmed that they will enable the air services of the designated airlines in conformity with this MOU.

2. Designation

- a) The UAE's delegation designated Emirates Airline, Etihad Airways, Air Arabia, RAK Airways and Fly Dubai as Designated Airlines of the United Arab Emirates. Additional UAE airline(s) may be designated in due course by the Aeronautical Authority of the UAE.
- b) Costa Rica delegation informed that the Aeronautical Authority of Costa Rica will designate it's airlines in due course.



Operational Flexibility

The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased (dry or wet leased) aircraft by means of a contract signed between the airlines of both Parties or of third Parties.

7. Code Sharing

- 7.1 The Designated Airline(s) of both Contracting Parties may, either as a marketing carrier or as an operating carrier, freely enter into cooperative marketing arrangements including but not limited to blocked space and/or code share arrangements (including third country code share arrangements), with any other airline or airlines.
- 7.2 Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements, in accordance with national requirements.
- 7.3 In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
- 7.4 The Designated Airline(s) of each Contracting Party may also offer code share services between any point(s) in the territory of the other Contracting Party, provided that such services are operated by an airline or airlines of the other Contracting Party, provided that these services are offered as part of a through international journey.
- 7.5 Each Party shall accept the authorization of the designator code that the other Contracting Party grants its airlines for the identification of its flights, provided that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.



ATTACHMENT "A"

Delegation of Costa Rica

HEAD OF DELEGATION

Jorge Vargas Araya Director Technical Council

DELEGATES

Mónica Dada Santos Director Technical Council
Ana Patricia Gamboa Venegas Air Transport Directorate
Oscar Monge Castro Representative Ministry of Foreign Affairs and
Worship

OBSERVERS

Mario Luis Zamora Barrientos Airlines of Costa Rica (LACSA)
María Elena Arévalo Herrera



ATTACHMENT "A"

Delegation of the United Arab Emirates:

HEAD OF DELEGATION

H.E. Saif Mohammed Al Suwaidi Director General,
General Civil Aviation Authority

DELEGATES

Juan Carlos Salazar Air Transport Advisor to Director General

Saood Kankazar Director Air Transport & International Affairs,
Dubai Civil Aviation Authority

Saeed Al Suwaidi Senior Analyst Government Affairs
Department of Transport, Abu Dhabi

Ahmad Alkhamis Senior Analyst International Affairs,
Emirates Airline

Raj Dorai Senior Manager Government & Industry
Affairs, Etihad Airways



**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA
AND
THE GOVERNMENT OF THE UNITED ARAB EMIRATES
FOR AIR SERVICES BETWEEN AND BEYOND
THEIR RESPECTIVE TERRITORIES**

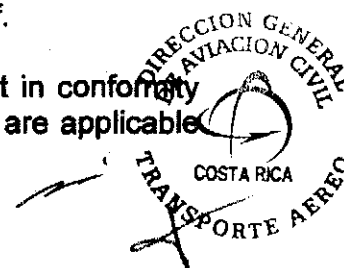
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ARTICLE 1 - DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the term:
 - a) "Aeronautical Authority" means in the case of the Government of The Republic of Costa Rica, the Ministry of Public Works and Transport , the Civil Aviation Technical Board, and the Directorate General of Civil Aviation ; and in the case of the Government of United Arab Emirates, the General Civil Aviation Authority; or in either case any person or body authorized to perform any function to which this Agreement relates;
 - b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of the Republic of Costa Rica, and the United Arab Emirates for the transport of passengers, baggage and Cargo, separately or in any combination;
 - c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
 - d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes appearing in such Annex and any modification made thereto in accordance with the provisions of Article 20 of this Agreement;
 - f) "Cargo" includes mail;
 - g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;
 - h) "Designated Airlines" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;
 - i) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;
 - j) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
 - k) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;
2. The Annex to this Agreement is considered an integral part thereof.
3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to International Air Services.



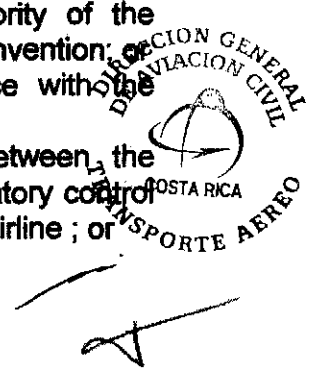
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Designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.

2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline(s) designated the appropriate operating authorizations.
3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in paragraph 2 (c) of Article 2 (GRANT OF RIGHTS) of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the effective regulatory control of that airline is vested in the Contracting Party designating the airline.
5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a timetable is established in accordance with Article 15(APPROVAL OF TIMETABLES) of this Agreement in respect of such services.

ARTICLE 4 – REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 c) (GRANT OF RIGHTS) of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights;
 - a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the Aeronautical Authority of the Contracting Party granting those rights in conformity with the Convention;
 - b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - c) in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the effective regulatory control of that airline is vested in the Contracting Party designating the airline ; or



ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party exempts the Designated Airlines of the other Contracting Party from import restrictions, custom duties, excise taxes inspection fees and all other national duties and charges on aircraft as well as their regular equipment, fuel, lubricants, maintenance equipment, aircraft tools, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such Designated Airline operating the Agreed Services, as well as printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing, any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article which are:
 - a) introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;
 - b) retained on board the aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party and/or consumed during flight over that Territory;
 - c) taken on board the aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Services; whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by the Designated Airline of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another airline(s), for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.



3. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
4. The Designated Airline(s) of each Contracting Party may also offer code share services between any point(s) in the territory of the other Contracting Party, provided that such services are operated by an airline or airlines of the other Contracting Party, provided that these services are offered as part of a through international journey.
5. Each Party shall accept the authorization of the designator code that the other Contracting Party grants its airlines for the identification of its flights, provided that it is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

ARTICLE 9 – CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.
2. Each Contracting Party, reserves the right, however, to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.
3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 10(2)(SAFETY), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 18 (CONSULTATION), with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4(1) (REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION) of this Agreement.



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6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 11 – USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.
3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

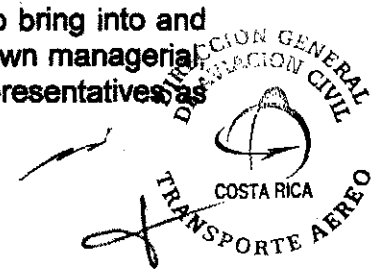
ARTICLE 12 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed

9. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION) of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 (REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION) prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.
11. Each Party shall have the right, within sixty (60) days after notification (or a shorter period that the aeronautical authorities may agree) that its aeronautical authorities to conduct an evaluation in the territory of the other Party security measures implemented or plan to apply, aircraft operators in respect of flights arriving from the territory of the former Party or leaving for the same. Administrative arrangements for conducting such assessments shall be agreed between the aeronautical authorities and implemented without delay to ensure that assessments are carried out expeditiously.
12. Each Party shall, as far as possible, favorable response to any request by the other party regarding the adoption of special security measures designed to meet a particular threat.

ARTICLE 13 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other ancillary products and facilities required for the provision of air transportation.
2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other personnel and representatives as they may require in connection with the provision of air transportation.



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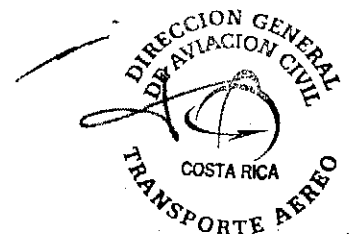
10. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 14 – TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be made in any convertible currency, in accordance with the foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such transfer shall be made on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be made on the basis of the prevailing foreign exchange market rates for current payments.
2. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Contracting Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists, a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 15 - APPROVAL OF TIMETABLES

1. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party prior to the inauguration of its services, the timetable of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof.
2. If a Designated Airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, such airline must request prior permission from the Aeronautical Authority of the Contracting Party concerned who shall give positive and favorable consideration to such request in accordance with its national requirements.



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ARTICLE 17 - EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through, and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.
2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Contracting Party as may be reasonably required.

ARTICLE 18 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.
2. Subject to Articles 4, 10 and 12, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 19 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body for mediation.
3. If the Contracting Parties do not agree to mediation, or if a settlement is not reached by negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:
 - a) Within 60 days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator



ARTICLE 20 - AMENDMENT

1. Subject to the provisions of paragraph (2) of this Article, if either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 18 (CONSULTATION) and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Contracting Party.
2. Any amendments to the Annex to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall enter into force from the date they have been agreed upon.
3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 21 - REGISTRATION

This Agreement and any amendments thereto, other than amendments to the Annex, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 22 - TERMINATION

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



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ANNEX
ROUTE SCHEDULE

Section 1:

Routes to be operated by the Designated Airline(s) of United Arab Emirates.

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the UAE	Any Points	Any Points in The Republic of Costa Rica	Any Points

Section 2:

Routes to be operated by the Designated Airline(s) of The Republic of Costa Rica

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in The Republic of Costa Rica	Any Points	Any Points in the UAE	Any Points

Operation of the Agreed Services

1. The Designated Airline(s) of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased (dry or wet leased) aircraft by means of a contract signed between the airlines of both Parties or of third Parties.
2. The Designated Airline(s) of both Contracting Parties are entitled to exercise, in any type of service (passenger, Cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction whatsoever.



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