

365/505/50

1997 February 18

Your Excellency,

I have the honour to refer to the negotiations which were held in Caracas, Venezuela, 1993 August 26 - 27, between representatives of the Government of Jamaica and the Government of Venezuela for the purpose of renewing the Air Transport Agreement between the two countries which was signed 1990 September 07.

I further have the honour to inform that the Government of Jamaica approves the amendment of the Air Transport Agreement, in the terms agreed during the negotiations aforementioned as under:

- A) **the replacement of Article 7 dealing with capacity, by a new Article, viz:**

**ARTICLE 7**

**CAPACITY**

1) The Contracting Parties agree that the designated airlines shall have a fair and equal opportunity to operate the agreed services specified in the Annex.

2) In operating the agreed services, the airline or airlines of each Contracting Party shall take into account the interests of the airline or airlines of the other Contracting Party so as not to affect unduly the services operated on whole or part of the same routes.

His Excellency Alfredo Vargas-Hirsch  
Ambassador of Venezuela to Jamaica

3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonable anticipated requirements for the carriage of passengers, cargo and mail on the routes covered by the Annex, without prejudice to the provisions of this Agreement, including the restrictions imposed by the Annex.

4) Subject to the provisions of this Agreement including the restrictions imposed by the Annex, neither Contracting Party may unilaterally impose any restrictions on the designated airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the Annex attached to this Agreement. In the event that one of the Contracting Parties believes that the operation proposed or conducted by the airline of the other Contracting Party unduly affects the agreed services provided by its designated airline, it may request consultations pursuant to Article 18 of this Agreement.

**B) The replacement of the Route Schedule by a new Route Schedule, viz:**

### **ROUTE SCHEDULE**

1) Routes to be operated in both directions by the airline or airlines designated by the Government of Jamaica:

ORIGIN	INTERMEDIATE POINT	TO
From Jamaica	Via Curacao and Haiti and Aruba (a)	To Caracas and one other point to be selected from Maracaibo or Valencia or Porlamar

2) Routes to be operated in both directions by the airlines or airlines designated by Government to Venezuela:

ORIGIN	INTERMEDIATE POINT	TO
From Venezuela	Via Curacao and Dominica Republic	Kingston and Montego Bay

- a) The exercise of traffic rights between Aruba and Caracas and vice versa, shall not exceed three (3) weekly frequencies.
- b) Each designated airline, may at its option, omit in one or all flights, any stops in the intermediate points in the specified routes, giving advance notice to the Aeronautical Authorities.
- c) The designated airlines of each Contracting Party may operate up to four (4) weekly frequencies in each direction between their respective territories.
- d) The designated airlines may operate with any aircraft of its election.
- e) The time-tables shall be presented for approval at least thirty (30) days before the proposed date for the commencement of the services. The same procedure shall apply for any modification thereof.
- f) The Contracting Parties agree that they will give sympathetic consideration to non-scheduled flights between their territories for passengers and cargo in accordance with their respective laws and regulations.



It is hereby proposed that the Air Transport Agreement between the Government of Jamaica and the Government of Venezuela, which was signed 1990 September 07, be amended as set out above and that the amendments take effect on the date of your Note in reply, indicating that the amendments are acceptable to the Government of Venezuela.

Accept, Excellency, the assurances of my highest consideration.

A handwritten signature in cursive script that reads "Seymour Mullings".

Seymour Mullings  
Deputy Prime Minister and Minister of  
Foreign Affairs and Foreign Trade



EMBAJADA DE VENEZUELA

Kingston, 18 de febrero de 1997

Excelencia:

Tengo el honor de dirigirme a Vuestra Excelencia en la oportunidad de dar respuesta a su atenta Nota fechada el 18 de febrero de 1997, en la cual propone en nombre de su Gobierno, lo siguiente:

"Excelencia:

Tengo el honor de referirme a las negociaciones celebradas en Caracas, Venezuela, los días 26 y 27 de agosto de 1993, entre Representantes del Gobierno de Jamaica y del Gobierno de Venezuela con el propósito de renovar el Acuerdo sobre Transporte Aéreo entre ambos países, firmado el 7 de septiembre de 1990.

En tal sentido, tengo el honor de informar que el Gabinete dio su aprobación a la enmienda al Acuerdo sobre Transporte Aéreo, como se acordó durante las negociaciones antes citadas, en los siguientes términos:

Artículo: A) Reemplazar el Artículo 7 relacionado con la capacidad por un nuevo

#### ARTICULO 7

#### CAPACIDAD

1) Las Partes Contratantes convienen en que las líneas aéreas designadas gozarán de un tratamiento que les permita explotar en forma justa y con igualdad de oportunidades los servicios aéreos convenidos especificados en el Anexo.

A  
Su Excelencia  
Seymour Mullings, M.P.  
Ministro de Relaciones Exteriores y Comercio Exterior  
de Jamaica.



EMBAJADA DE VENEZUELA

2) En la explotación de los servicios aéreos convenidos, se tomarán en consideración los intereses de las líneas aéreas de ambas Partes Contratantes, a fin de no afectar indebidamente los servicios respectivos en toda o parte de la ruta.

3) Queda entendido que los servicios que preste una línea o líneas aéreas designadas por las Partes Contratantes tendrán el objetivo fundamental de proporcionar transporte aéreo al público en la ruta especificada, con un factor de ocupación y capacidad adecuada a la necesidad razonable y previsible del tráfico para el transporte de pasajeros, carga y correo en las rutas incluidas en el Anexo, sin perjuicio de lo previsto en este Acuerdo, incluyendo las restricciones impuestas en el Anexo.

4) Sujeto a lo previsto en este Acuerdo incluyendo las restricciones impuestas en el Anexo, las Partes Contratantes no podrán imponer ninguna restricción a la línea o líneas aéreas designadas de la otra Parte Contratante con respecto a capacidad, frecuencia o el tipo de aeronave utilizada en relación a los servicios establecidos para cualquiera de las rutas especificadas en el Anexo adjunto a este Acuerdo. En caso de que una de las Partes Contratantes considere que la operación propuesta o realizada por la línea aérea de la otra Parte Contratante afecta indebidamente los servicios ofrecidos por su propia línea aérea, podrá solicitar consultas conforme al Artículo 18 de este Acuerdo.

B) Reemplazar el Cuadro de Rutas por el siguiente:

### CUADRO DE RUTAS

1. Las rutas a ser operadas en ambas direcciones por la línea o líneas aéreas designadas por Jamaica:

<b>ORIGEN</b>	<b>PUNTOS INTERMEDIOS</b>	<b>PUNTOS EN VENEZUELA</b>
Desde Jamaica	Vía Curazao Haití y Aruba (a)	Caracas y otro punto a ser seleccionado entre Maracaibo o Valencia o Porlamar.



EMBAJADA DE VENEZUELA

2.) Las rutas a ser operadas en ambas direcciones por la línea o líneas aéreas designadas por Venezuela:

<b>ORIGEN</b>	<b>PUNTOS INTERMEDIOS</b>	<b>PUNTOS EN JAMAICA</b>
Desde Venezuela	Vía Curazao y República Dominicana	Kingston y Montego Bay

a) El ejercicio de derechos de tráfico entre Aruba y Caracas y v.v. no se excederá de tres (3) frecuencias semanales.

b) Las líneas aéreas designadas podrán omitir en uno o todos los vuelos, las paradas en los puntos intermedios en las rutas especificadas, informando oportunamente a la Autoridad Aeronáutica.

c) Las líneas aéreas designadas por cada Parte Contratante podrán operar hasta cuatro (4) frecuencias semanales en cada dirección entre sus respectivos territorios.

d) Las líneas aéreas designadas podrán operar con cualquier equipo de su elección.

e) Los itinerarios serán sometidos a la aprobación por lo menos treinta (30) días antes de la fecha propuesta para el inicio de los servicios. El mismo procedimiento se aplicará para cualquier modificación.

f) Las Partes Contratantes acuerdan que darán satisfactoria consideración a los vuelos no regulares entre sus territorios para pasajeros y carga de acuerdo con sus respectivas leyes y reglamentos.



EMBAJADA DE VENEZUELA

En nombre del Gobierno de Jamaica, mediante la presente propongo que el Acuerdo sobre Transporte Aéreo entre el Gobierno de Jamaica y el Gobierno de Venezuela, firmado el 7 de septiembre de 1990, sea enmendado como se señala en la presente y que las enmiendas sean efectivas en la fecha de su Nota de respuesta, indicando que las mismas son aceptadas por el Gobierno de Venezuela.

Acepte Excelencia, las seguridades de mi más alta consideración".

Al respecto, le significo que mi Gobierno manifiesta su conformidad con los términos señalados en la Nota transcrita, la cual conjuntamente con la presente Nota de respuesta constituyen un Acuerdo entre los dos Gobiernos, el cual entrará en vigor en la presente fecha.

Hago propicia la ocasión para renovarle las seguridades de mi más alta y distinguida consideración.

**Alfredo Enrique Vargas**  
Embajador Extraordinario y Plenipotenciario  
de la  
República de Venezuela



EMBAJADA DE VENEZUELA

UNOFFICIAL TRANSLATION

Kingston, February 18th, 1997

Excellency:

I have the honour to address Your Excellency, on the occasion of referring to your note dated February 18th, 1997, proposing on behalf of your Government, the following:

"Excellency:

I have the honour to refer to the negotiations which were held in Caracas, Venezuela on August 26-27, 1993, between Representatives of the Government of Jamaica and the Government of Venezuela for the purpose of renewing the Air Transport Agreement between the two countries which was signed on September 7th, 1990.

I further have the honour to inform that Cabinet has given approval for the Air Transport Agreement to be amended as agreed during the negotiations aforementioned as under:

A) The replacement of Article 7 dealing with capacity with a new Article viz:

**ARTICLE 7**

**CAPACITY**

1) The Contracting Parties agree that the designated airlines shall have a fair and equal opportunity to operate the agreed services specified in the Annex.

2) In operating the agreed services, the airline or airlines of each Contracting Party shall take into account the interests of the airline or airlines of the other Contracting Party so as not to affect unduly the services operated on whole or part of the same routes.

His Excellency  
Seymour Mullings. M.P.  
Minister of Foreign Affairs and Foreign Trade



EMBAJADA DE VENEZUELA

2) Routes to be operated in both directions by the airline or airlines designated by the Government of Venezuela:

<b>ORIGIN</b>	<b>INTERMEDIATE POINTS</b>	<b>TO</b>
From Venezuela	Via Curacao and Dominican Republic	Kingston and Montego Bay.

- a) The exercise of traffic rights between Aruba and Caracas and vice versa, shall not exceed three (3) weekly frequencies.
- b) The designated airlines, may at its option, omit in one or all flights, any stops in the intermediate points in the specified routes, giving advance notice to the Aeronautical Authorities.
- c) The designated airlines of each Contracting Party may operate up to four (4) weekly frequencies in each direction between their respective territories.
- d) The designated airlines may operate with any aircraft of its election.
- e) The time-tables shall be presented for approval at least thirty (30) days before the proposed date for the commencement of the services. The same procedures shall apply for any modification thereof.
- f) The Contracting Parties agree that they will give sympathetic consideration to non-scheduled flights between their territories for passengers and cargo in accordance with their respective laws and regulations.



EMBAJADA DE VENEZUELA

3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at reasonable load factor, of capacity adequate to meet the current and reasonable anticipated requirements for the carriage of passengers, cargo and mail on the routes covered by the Annex, without prejudice to the provisions of this Agreement, including the restrictions imposed by the Annex.

4) Subject to the provisions of this Agreement including the restrictions imposed by the Annex, neither Contracting Party may unilaterally impose any restrictions on the designated airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the Annex attached to this Agreement. In the event that one of the Contracting Parties believes that the operation proposed or conducted by the airline of the other Contracting Party unduly affects the agreed service provided by its designated airline, it may request consultations pursuant to Article 18 of this Agreement.

B) The replacement of Route Schedule by a new Route Schedule viz:

### **ROUTE SCHEDULE**

1) Routes to be operated in both directions by the airline or airlines designated by the Government of Jamaica:

<b>ORIGIN</b>	<b>INTERMEDIATE POINTS</b>	<b>TO</b>
From Jamaica	Via Curacao and Haiti and Aruba (a)	To Caracas and one other point to be selected from Maracaibo or Valencia or Portlamar.



EMBAJADA DE VENEZUELA

On behalf of the Government of Jamaica I am hereby proposing that the Air Transport Agreement between the Government of Jamaica and the Government of Venezuela which was signed on September 7, 1990 be amended as set out above and that the amendments take effect on the date of your Note in reply indicating that the amendments are acceptable to the Government of Venezuela.

Accept, Excellency the assurances, of my highest consideration".

With regard to the subject under discussion, I inform your Excellency that my Government expresses its agreement with the terms indicated in the Diplomatic Note which, along with this note of response, constitute an agreement between the two Governments which will come into force on the present day.

I avail myself of this occasion to reiterate to your Excellency the assurances of my highest and distinguished consideration

A handwritten signature in black ink, appearing to read 'Alfredo Vargas', written in a cursive style.

**Alfredo Enrique Vargas**  
Ambassador Extraordinary and Plenipotentiary  
of Venezuela