

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE UNITED ARAB  
EMIRATES  
AND  
THE GOVERNMENT OF THE REPUBLIC OF FIJI**

Having reviewed, in general, civil aviation matters between their two friendly States and, in particular, the Republic of Fiji / United Arab Emirates aviation and tourism market, the Aeronautical Authorities of these States have agreed to the establishment of a suitable framework to enable co-operative marketing arrangements, by the designated airline(s) of Fiji and the designated airline(s) of the United Arab Emirates. (Such co-operative marketing arrangements, including codesharing, will enable selling and marketing services between Fiji and the UAE and markets behind, intermediate and beyond.)

The two Aeronautical Authorities have agreed as follows:

**1. Traffic Rights**

The Delegations confirmed that No 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> freedom traffic rights for own aircraft services are granted under this MOU and an agreement on wider traffic rights and the ability to operate between Fiji and the UAE may be established at a later date.

**2. Designation**

- 2.1 The UAE hereby designates Etihad Airways (EY), Air Arabia Abu Dhabi (3L); Wizz Air Abu Dhabi (5W), Emirates Airline (EK), flydubai (FZ) and Air Arabia (G9) as the designated airlines of the Government of the United Arab Emirates to operate co-operative marketing arrangements, including codesharing, on their respective services as set out in this MOU.
- 2.2 Fiji hereby designates Fiji Airways (FJ) as the designated airline of the Government of Fiji to operate co-operative marketing arrangements, including codesharing on their respective services as set out in this MOU.
- 2.3 Fiji hereby accepts Etihad Airways (EY), Air Arabia Abu Dhabi (3L), Wizz Air Abu Dhabi (5W), Emirates Airline (EK), flydubai (FZ) and Air Arabia (G9) as the designated airlines of the Government of the United Arab Emirates, and the UAE hereby accepts Fiji Airways (FJ) as the designated airline of the Government of the Republic of Fiji.

**3. Grant of Codeshare Rights**

- 3.1. Each party grants the right to the designated airline(s) of the other party to offer a range of co-operative marketing arrangements, including but not limited to codesharing and/or blocked space, with its designated airline(s).
- 3.2. There shall be no restrictions on the capacity or on the number of frequencies on which these co-operative marketing arrangements may be offered.



- 3.3. The designated airline of Fiji is entitled, as marketing carrier, to exercise own stopover rights on code sharing operations on any service to and from the UAE.
- 3.4. The designated airlines of the UAE are entitled, as marketing carriers, to exercise own stopover rights on code sharing operations on any service to and from Fiji.
- 3.5. The designated airline(s) of each country may also offer codeshare services between any point(s) in the territory of the other country, provided that such services are operated by an airline or airlines of the other country.

#### **4. Code Sharing Arrangements**

- 4.1. The designated airline(s) of each party may offer a range of co-operative marketing arrangements as provided in this MOU and such arrangements shall be accepted by the Aeronautical Authorities.
- 4.2. The designated airlines must, in respect of any ticket sold by them, make it clear to the purchaser at the point of sale which airline(s) will actually operate each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.
- 4.3. The designated airline of Fiji shall be allowed to codeshare as marketing carrier on any behind, intermediate points and/or beyond points.
- 4.4. The designated airlines of the UAE shall be allowed to codeshare as marketing carriers on any behind, intermediate points and/or beyond points.
- 4.5. The designated airlines of both sides, when codesharing as a marketing carrier, must ensure that the marketing services will be sold in conjunction with own respective operated connecting services.

#### **5. Tariffs**

- 5.1. Each party shall allow prices for air transportation covered under this MOU to be freely established by each designated airline. The prices charged by the designated airlines shall not be required to be filed with either party for approval.
- 5.2. Neither party should require the designated airline(s) to consult with the other designated airline(s) about the tariffs which they charge or propose to charge for the agreed services.
- 5.3. Neither party should take unilateral action to prevent the inauguration of proposed tariffs or the continuation of effective tariffs for one-way or round-trip carriage on the services originating in the territory of the other party.

#### **6. Governing Law, Aviation Safety & Security**

- 6.1. The applicable laws and regulations of one party shall apply to the activities, in its territory, of the designated airline of the other party.
- 6.2. The designated airlines may negotiate in good faith a detailed Code Share Agreement in accordance with, inter alia, the terms and conditions agreed herein.

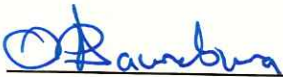
- 6.3. In implementing this MOU, the parties will act in conformity with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7<sup>th</sup> December 1944, as applicable to international air services, including aviation safety and security standards and recommended practices.

**7. Entry into force**

- 7.1. This MOU will come into force on the date of its signature by both parties, and will remain in force until and unless terminated by either party by giving written notice to the other of its intention to terminate it, in which case it will terminate twelve (12) months after the date of receipt of the notice of termination.
- 7.2. The rights agreed to in this MOU shall be favourably considered in any future air services agreement between the Government of the Republic of Fiji and the Government of the United Arab Emirates.
- 7.3. This MOU supersedes the MOU between the Dubai Civil Aviation Authority and the Department of Civil Aviation, Government of Fiji, signed on 5<sup>th</sup> March 2019.

Signed on the Sidelines of the 3<sup>rd</sup> ICAO Global Implementation Support Symposium, in Punta Cuna, Dominican Republic.

Done at Punta Cuna, Dominican Republic on 30<sup>th</sup> APRIL, 2024.



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Permanent Secretary For Tourism  
and Civil Aviation  
Ministry of Tourism and Civil Aviation  
Republic of Fiji



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