

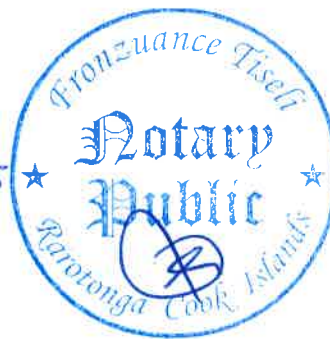
Certified true and correct copy of the
seen original document.

My commission is perpetual.

WITNESS my hand and official seal.


Fronzuance Tiseli
Notary Public

27th November 2025 ★



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**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE COOK ISLANDS
AND
THE GOVERNMENT OF THE FRENCH REPUBLIC FOR FRENCH POLYNESIA
ON AIR SERVICES**

The Government of the Cook Islands and the Government of the French Republic for French Polynesia (hereinafter referred to as "the Contracting Parties"),

Recognising that the French Republic is a Party to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944 (hereinafter referred to as "the Convention"), and that its provisions apply to the territory of French Polynesia, and that the Cook Islands is also a Party to the Convention,

Desiring to enter into an Agreement supplementing the said Convention for the purpose of establishing air transport services between and beyond their respective territories,

Desiring in particular to contribute to the advancement of international civil aviation, to develop trade, tourism and cultural links between French Polynesia and the Cook Islands and recognising the important role of civil aviation in achieving these objectives,

In agreement with the autonomy of French Polynesia in the negotiation of air services to and from its territory under the terms of the Organic Law of 27 February 2004,

Have agreed as follows:

ARTICLE 1

DEFINITIONS

1. For the purposes of this Agreement, unless otherwise provided:
 - (a) "Convention" means the Convention on International Civil Aviation opened for signature in Chicago on 7 December 1944 and includes any Annex adopted pursuant to Article 90 thereof and any amendment to the Annexes or to the Convention pursuant to Articles 90 and 94 thereof, to the extent that such Annexes and amendments have been adopted by both Contracting Parties;
 - (b) "aeronautical authorities" means, for France, "*Direction Générale de l'Aviation Civile*" (Directorate General for Civil Aviation) or "*Direction de l'Aviation Civile de la Polynésie française*" (Civil Aviation Authority of French Polynesia) or "*Service d'État de l'Aviation Civile en Polynésie française*" (State Civil Aviation Service in French Polynesia) and, for the Cook Islands, the "Minister responsible for Civil Aviation", or any person or body authorised to exercise functions currently performed by the above-mentioned authorities or similar functions;
 - (c) "designated air carrier" means an air carrier designated in accordance with Article 3 of this Agreement;



- (d) "territory" has the meaning given to it in Article 2 of the Convention; for the purposes of this Agreement, any reference to the "territory" of the French Contracting Party shall be understood as referring solely to the territory of French Polynesia, as defined in Article 1 of Organic Law 2004-192 of 27 February 2004 on the status of autonomy of French Polynesia, excluding any other terrestrial region or adjacent territorial waters situated in the territory of the French Republic;
- (e) "air service", "international air service", "air carrier" and "non-commercial stopover" have the respective meanings given to them in Article 96 of the Convention;
- (f) "specified routes" means the routes listed in the Schedule of Routes annexed to this Agreement;
- (g) "Agreed Services" means scheduled air services for the carriage, separately or in combination, of passengers, mail and cargo for reward on the Specified Routes;
- (h) "fare" means the prices charged by air carriers, directly or through their agents, for the carriage of passengers, baggage and cargo, and the conditions to which such prices apply, including remuneration and conditions applicable to agencies but excluding remuneration or conditions applicable to the carriage of mail;
- (i) "user charges" means the charge imposed on air carriers by the competent authorities for the provision of airport facilities and services as well as safety, security and air navigation services and facilities;
- (j) "Agreement" means this Agreement, its Annex and any amendments to the Agreement or its Annex agreed in accordance with the provisions of Article 23 of this Agreement;
- (k) "Co-terminal points" means two or more points within the territory of a Contracting Party that are served on the same flight by a designated air carrier, without exercising traffic rights between those points;
- (l) "Cook Islands nationals" means persons who have continuing rights under the Cook Islands Immigration Act 2021;
- (m) "Behind point" means any point outside the bilateral route sequence that is geographically behind the beginning point(s) of the route;
- (n) "Beyond point" means a point to which the aircraft continues after serving the agreed destination country.

2. The Annex forms an integral part of this Agreement. Any reference to the Agreement shall include the Annex, unless otherwise expressly agreed.

ARTICLE 2

GRANTING OF RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party the following rights in respect of international air services, whether scheduled or non-scheduled, operated by the air carriers of the other Contracting Party:

- (a) the right to fly over its territory without landing;
- (b) the right to make stopovers on its territory for non-commercial purposes.

2. Each Contracting Party shall grant to the other Contracting Party the rights set forth in this Agreement to establish and operate scheduled international air services on the routes specified in the Annex to this Agreement. In operating an agreed service on a specified route, an air carrier designated by a Contracting Party shall, in addition to the rights set forth in paragraph 1 of this Article, have the right to make stops in the territory of the other Contracting Party at the points specified in the said specified route for the purpose of embarking and disembarking, separately or together, passengers and cargo, including mail, to or from the territory of the first-mentioned Contracting Party.

3. Nothing in this Agreement shall be construed to confer on the air carrier of a Contracting Party the right to take on board in the territory of the other Contracting Party, for hire or reward, passengers, their baggage or cargo, including mail, bound for another point in the territory of that other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORISATION OF AIR CARRIERS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more air carriers to operate the agreed services on the specified routes. For each of these routes, the number of designated air carriers shall be agreed between the appropriate aeronautical authorities.

2. On receipt of a designation by one Contracting Party in accordance with paragraph 1 of this Article and on request by the designated air carrier in the prescribed form and manner, the aeronautical authorities of the other Contracting Party shall grant the appropriate operating authorisations as soon as practicable, provided that:

(a) in the case of an air carrier designated by France, for the operation of agreed services on the route between French Polynesia and the Cook Islands by a carrier designated by *Direction de l'Aviation Civile de la Polynésie française* (Civil Aviation Authority of French Polynesia):

- i. such carrier is established in the territory of French Polynesia and holds a valid Operating Licence and a valid Air Operator's Certificate in accordance with French law; and
- ii. French Polynesia exercises and maintains effective regulatory control over the air carrier; and
- iii. the carrier is owned, directly or through substantial ownership, and effectively controlled by one or more Member States of the European Union or the European Free Trade Association and/or by nationals of such States;

(b) in the case of an air carrier designated by the Cook Islands:

- i. the carrier is established in the Cook Islands and holds a valid operating licence and a valid Air Operator's Certificate in accordance with Cook Islands law; and
 - ii. the Cook Islands exercise and maintain effective regulatory control over the carrier; and
 - iii. the carrier is owned, directly or through substantial ownership, and effectively controlled by the Cook Islands and/or by Cook Islands nationals;
- (c) the designated air carrier is able to meet the requirements of the laws and regulations normally and reasonably applicable to international air transport by the Contracting Party considering the request or requests in accordance with the provisions of the Convention; and
- (d) the standards set out in Articles 10 and 11 of this Agreement are ensured and implemented.
3. When an air carrier has been so designated and authorised, it may commence operations of the agreed services at any time, subject to compliance with the provisions of this Agreement.

ARTICLE 4

REVOCATION, SUSPENSION AND LIMITATION OF AN OPERATING LICENCE

1. Each Contracting Party shall have the right to revoke an operating authorisation, to suspend the exercise of the rights granted by this Agreement to an air carrier designated by the other Contracting Party, or to impose such conditions on the exercise of these rights as it considers necessary:
- (a) in the case of an air carrier designated by France, for the operation of agreed services between French Polynesia and the Cook Islands by a carrier designated by *Direction de l'Aviation Civile de la Polynésie française* (Civil Aviation Authority of French Polynesia):
- i. where the carrier is not established in the territory of French Polynesia or does not hold a valid operating licence and a valid Air Operator's Certificate in accordance with French law; or
 - ii. where effective regulatory control of the air carrier is not exercised or not maintained by French Polynesia; or
 - iii. if the air carrier is not owned, directly or through substantial ownership, or is not at all times under the effective control of Member States of the European Union or of the European Free Trade Association and/or nationals of such States;
- (b) in the case of an air carrier designated by the Cook Islands:
- i. the carrier is not established in the Cook Islands or does not hold a valid operating licence and a valid Air Operator's Certificate in accordance with Cook Islands law; or
 - ii. effective regulatory control of the air carrier is not exercised or maintained by the Cook Islands; or

iii. the carrier is not owned, directly or through substantial ownership, by the Cook Islands and/or Cook Islands nationals, and is not at all times under the effective control of the Cook Islands and/or Cook Islands nationals;

(c) where such carrier does not comply with the laws or regulations normally and uniformly applied to the operation of international air transport by the Contracting Party granting such rights;

(d) in any case where the standards set out in this Agreement, in particular in Articles 10 and 11, are not ensured and implemented;

(e) in any case where that designated air carrier does not operate in accordance with the conditions set out in this Agreement.

2. Unless the revocation, suspension or imposition of the conditions provided for in paragraph 1 of this Article is immediately necessary to avoid further violations of laws and regulations or of the provisions of this Agreement, this right shall be exercised only after consultations with the other Contracting Party. Such consultations shall be held within thirty (30) days of the date of their request by one of the Contracting Parties, unless otherwise agreed between the two Contracting Parties.

ARTICLE 5

PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. Each Contracting Party shall ensure that the designated air carriers of both Contracting Parties have a fair and equal opportunity to compete in the operation of the agreed services governed by this Agreement. Each Contracting Party shall ensure that its designated air carriers operate under conditions which permit compliance with this principle and shall take measures to ensure compliance as appropriate.

2. The agreed services offered by the designated air carriers of the Contracting Parties on the specified routes between their respective territories shall be closely related to customer demand for transportation and shall have as their primary objective to provide, with a reasonable load factor consistent with fares in accordance with the provisions of Article 18 of this Agreement, adequate capacity to meet current and reasonably expected requirements for the carriage of passengers, cargo and mail, in order to foster the harmonious development of air services between the territories of the Contracting Parties.

ARTICLE 6

FAIR COMPETITION

1. Each Contracting Party shall eliminate all forms of discrimination or unfair practices that would impair the ability of the air carriers of the other Contracting Party to compete fairly in the provision of air transport services.

2. No Contracting Party shall grant or permit governmental subsidies or aids to its air carriers if such subsidies or aids would unreasonably distort fair and equal competition in the provision of air transport services for the air carriers of the other Contracting Party. Such subsidies or aids may include, inter alia, cross-subsidies, compensation for operating losses, provision of capital, non-refundable grants, bonds, loans or insurance on preferential terms, protection against bankruptcy, waiver of recovery of amounts due, waiver of normal remuneration for public resources expended, tax relief or exemptions, compensation for financial burdens imposed by public authorities and access, on a discriminatory or non-commercial basis, to air navigation or airport facilities and services, fuel, ground handling, security, computer reservation systems, slot allocation or other related facilities and services required for the operation of air services.

3. Where a Contracting Party grants public subsidies or aid within the meaning of paragraph 2 above to an air carrier, it shall ensure the transparency of such measures by appropriate means, which may include requiring the air carrier to clearly and separately identify such subsidy or aid in the accounts.

4. Each Contracting Party shall, at the request of the other Contracting Party, provide the latter, within a reasonable time, with financial reports concerning the entities under the jurisdiction of the first Contracting Party and such other information as may reasonably be requested by the other Contracting Party to ensure compliance with the provisions of this Article. This may include details of subsidies and aids within the meaning of paragraph 2 above. The provision of such information may be treated as confidential by the Contracting Party supplying access to the information.

5. Without prejudice to any action taken by the competent competition authorities of each Contracting Party, if either Contracting Party believes that an air carrier is the victim of an alleged violation of paragraphs 1 and/or 2 above and that this can be proved, it may make written representations to the other Contracting Party. In addition, either Contracting Party may request consultations on the matter with the other Contracting Party with a view to resolving the matter in accordance with the provisions of Article 23 of this Agreement.

6. If the Contracting Parties fail to resolve the matter through consultations within sixty (60) days of the commencement of consultations or if consultations do not commence within sixty (60) days of receipt of the request concerning an alleged violation of paragraphs 1 and/or 2 above the Contracting Party which has requested the consultations shall have the right to suspend the exercise of the rights granted by this Agreement to the air carriers of the other Contracting Party by refusing, withdrawing, revoking or suspending the operating authorisation, or to impose such conditions on the exercise of such rights as it considers necessary, or to impose fees or take other measures. Any measure taken under this paragraph shall be appropriate, proportionate and limited to what is strictly necessary in scope and duration.

ARTICLE 7

CAPACITY

1. The aeronautical authorities of the Contracting Parties shall jointly review and approve the capacity to be provided by the designated air carriers on the agreed services.

2. If, upon review, the aeronautical authorities are unable to agree on the capacity to be provided on the agreed services, the capacity which may be provided by the designated air carriers of the Contracting Parties shall not exceed the total capacity previously agreed to be provided in accordance with paragraph 1.

ARTICLE 8

ENFORCEMENT OF LAWS AND REGULATIONS

1. The laws, regulations and procedures of a Contracting Party relating to the entry into or exit from its territory of aircraft operating international air services, or to the operation and navigation of such aircraft while in its territory, shall apply to aircraft of the designated air carriers of the other Contracting Party and shall be applied to such aircraft upon entry into, exit from or while in the territory of the first Contracting Party.

2. The laws and regulations of a Contracting Party relating to the entry into or exit from its territory of passengers, baggage, crew, mail and cargo on board aircraft shall be complied with by or on behalf of such passengers, baggage, crew, mail and cargo of the air carriers of the other Contracting Party upon entry into or exit from the territory of the first Contracting Party.

3. The laws and regulations referred to in paragraphs 1 and 2 of this Article shall be the same as those applicable to national aircraft operating similar international air services and to the passengers, baggage, crew, cargo and mail carried on such aircraft.

ARTICLE 9

CERTIFICATES OF AIRWORTHINESS, CERTIFICATES OF COMPETENCY AND LICENCES

1. The validity of certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party shall be recognised by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that the criteria for the issue or validation of such certificates, certificates of competency or licences are at least equal to the standards which may be established pursuant to the Convention.

2. However, each Contracting Party reserves the right not to recognise, for the purpose of flying over its own territory, the validity of certificates of competency and licences issued to its own nationals by the other Contracting Party.

ARTICLE 10

AVIATION SAFETY

1. Each Contracting Party may request consultations at any time regarding safety standards adopted by the other Contracting Party relating to aviation facilities, crews, aircraft and their

operation. Such consultations shall take place within thirty (30) days from the date of the request.

2. If, as a result of such consultations, a Contracting Party considers that the other Contracting Party does not require or does not effectively apply safety standards in the areas mentioned in paragraph 1 at least equal to the minimum standards established at the time under the Convention, it shall inform the other Contracting Party of these findings and the other Contracting Party shall take corrective measures accordingly. If the other Contracting Party does not take appropriate action within a reasonable period and in any case within fifteen (15) days or such longer period as may be mutually agreed, Article 4 of this Agreement shall apply.

3. Notwithstanding the obligations set forth in Article 33 of the Convention, it is agreed that any aircraft operated or leased by the air carriers of a Contracting Party for services to or from the territory of the other Contracting Party may, while in the territory of the other Contracting Party be subjected by authorised representatives of the other Contracting Party to an examination on board or outside the aircraft to verify the validity of the aircraft and crew documents and the apparent condition of the aircraft and its equipment (hereinafter referred to as a "ramp inspection"), provided that this does not cause unreasonable delay.

4. If an inspection or series of ramp inspections results in:

(a) serious grounds for believing that an aircraft or its operation does not comply with the minimum standards in force at the time under the Convention, or

(b) serious grounds for concern about deficiencies in the effective adoption and implementation of safety standards in force at the time under the Convention, the inspecting Contracting Party shall, for the purposes of Article 33 of the Convention, be free to conclude that the criteria according to which certificates or licences for that aircraft, its operator or its crew have been issued or validated do not meet or exceed the minimum standards in force at the time under the Convention.

5. In the event of denial of access to an aircraft operated by the air carriers of a Contracting Party for the purpose of its ramp inspection in accordance with paragraph 3 above, the other Contracting Party shall have the discretion to infer that there are serious grounds of the type referred to in paragraph 4 above and to draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to immediately suspend or modify the operating authorisation of one or more air carriers of the other Contracting Party if, as a result of a ramp inspection, series of ramp inspections, denial of access for ramp inspection, consultations or any other form of dialogue, it concludes that immediate action is necessary to ensure the safe operation of one or more air carriers.

7. Any measure taken by a Contracting Party in accordance with paragraphs 2 or 6 above shall be suspended as soon as the facts giving rise to it have ceased to exist.

ARTICLE 11

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their mutual obligation to protect the security of civil aviation against acts of unlawful interference is an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall act, *inter alia*, in accordance with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft signed in Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft signed in The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed in Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature in Montreal on 24 February 1988, to the extent permissible by law and any other multilateral agreement governing civil aviation security and binding on both Contracting Parties.

2. The Contracting Parties shall afford each other, upon request, all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers, crew, airports and air navigation facilities, as well as any other threat to civil aviation security.

3. The Contracting Parties shall, in their mutual relations, act in accordance with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention, to the extent that these provisions are applicable to them, and shall require that operators of aircraft whose principal place of business or permanent residence is in their territory and operators of airports in their territory act in accordance with such aviation security provisions. The reference in this paragraph to aviation security provisions shall include any deviation notified by the Contracting Party concerned. Each Contracting Party shall give advance notice to the other Contracting Party of its intention to notify any deviation from these provisions.

4. Each Contracting Party agrees that its aircraft operators may be required to comply with the aviation security provisions of the legislation in force in the other Contracting Party, in accordance with Article 8 of this Agreement, when departing from or remaining in that territory. Each Contracting Party shall ensure that appropriate measures are effectively applied in its territory to protect aircraft and to screen passengers, crew, their baggage, cargo and stores, prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to address a particular threat.

5. In the event of an incident or threat of an incident of unlawful seizure of a civil aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities, the Contracting Parties shall assist each other by facilitating communications and taking other appropriate measures designed to bring about a safe and expeditious termination of such incident or threat.

6. If a Contracting Party has reasonable grounds for believing that the other Contracting Party has failed to comply with the aviation security provisions of this Article, it may request immediate consultations with the other Contracting Party. Without prejudice to the provisions of Article 4 of this Agreement, failure to reach satisfactory agreement within fifteen (15) days of the date of such request shall constitute grounds for suspension of the rights of the Contracting Parties under this Agreement. In the event of an emergency constituted by a direct and exceptional threat to the security of passengers, crew or aircraft of a Contracting Party and if the other Contracting Party has not properly complied with its obligations under paragraphs 4 and 5 of this Article, the first Contracting Party may immediately take appropriate protective measures to address such threat on a provisional basis. Any action taken in accordance with this paragraph shall be suspended as soon as the other Contracting Party has complied with the security provisions of this article.

ARTICLE 12

USER CHARGES

1. User charges which may be levied by the competent authorities or bodies of a Contracting Party on the designated air carriers of the other Contracting Party for the use of airport facilities and services and safety, security, air navigation and other facilities under their authority shall be just, reasonable, non-discriminatory and equitably apportioned among categories of users. They shall not be higher than those charged for the use of such services and facilities by another air carrier operating the same or similar international services.

2. Such charges may reflect, but shall not exceed, a fair share of the total cost incurred for the provision of airport facilities and services as well as safety, security and air navigation services and facilities. Such charges may include a reasonable return on assets, after depreciation. The facilities and services for which charges are levied shall be provided on an efficient and cost-effective basis. The competent authorities or bodies of each Contracting Party shall notify the designated air carriers of the other Contracting Party of any proposed significant change in such charges; such notification shall be made within a reasonable period of time prior to the entry into force of such change. In the event of an increase in charges, each Contracting Party shall encourage consultations between the competent authorities or bodies in its territory and the air carriers using the services and facilities.

ARTICLE 13

CUSTOMS DUTIES AND TAXES

The following obligations in respect of customs duties and taxes shall apply to the extent permissible by law:

1. On entry into the territory of a Contracting Party, aircraft operated for international services by the designated air carriers of the other Contracting Party, their normal equipment, fuel and lubricants, consumable technical supplies, spare parts including engines, and aircraft stores (including but not limited to food, beverages and alcohol, tobacco and other products for sale to passengers or for consumption in limited quantities during flight), equipment and other

goods intended for use or used solely in connection with the operation or maintenance of aircraft operating an international air service shall, on a temporary basis, pending re-export and on the basis of reciprocity, be admitted free of all customs duties, import restrictions, real taxes, capital taxes, inspection duties, excise duties and similar duties or charges levied by national or local authorities, provided that such equipment and supplies remain on board the aircraft.

II. The following shall also be exempt, on the basis of reciprocity from the taxes, duties, inspection fees and charges mentioned in paragraph 1 of this Article, with the exception of charges based on the cost of services provided:

(a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on aircraft departing from the designated air carriers of the other Contracting Party operating international air services, even if such stores are intended for use on a part of the journey performed over the territory of the Contracting Party in which they are taken on board;

(b) standard equipment and spare parts, including engines, brought into the territory of a Contracting Party for the purpose of servicing, maintaining, repairing and supplying an aircraft of a designated air carrier of the other Contracting Party operating international air services;

(c) fuels, lubricants and consumable technical supplies brought into or supplied in the territory of a Contracting Party for use on board an aircraft of a designated air carrier of a Contracting Party operating international air services, even if such supplies are for use on a part of the journey performed over the territory of the Contracting Party in which they are loaded;

(d) printed and promotional material, including but not limited to schedules, brochures and leaflets, brought into the territory of a Contracting Party for distribution free of charge on board aircraft by the designated air carriers of the other Contracting Party;

(e) safety and security equipment used in airports and cargo terminals.

III. It may be required that the equipment and supplies referred to in paragraphs 1 and 2 of this Article be placed under the supervision or control of the competent authorities and that their ownership be transferred only after payment of the relevant customs duties and taxes.

IV. The exemptions provided for in this Article shall also be available where the designated air carriers of a Contracting Party have entered into contracts with another air carrier benefiting from the same exemptions from the other Contracting Party for the loan or transfer in the territory of the other Contracting Party of the products mentioned in paragraphs 1 and 2 of this Article.

V. Normal airborne equipment, materials and supplies normally carried on board the aircraft of an air carrier of one of the Contracting Parties may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with Customs regulations.

ARTICLE 14

COMMERCIAL ACTIVITIES

1. The designated air carriers of a Contracting Party shall have the right, on the basis of reciprocity, to establish offices in the territory of the other Contracting Party for the promotion and sale of air transport services.
2. The designated air carriers of a Contracting Party shall be permitted, on the basis of reciprocity, to bring into and remain in the territory of the other Contracting Party their managerial, operational, commercial and other specialised staff necessary for the conduct of air transport.
3. Each Contracting Party shall grant the necessary staff of the designated air carriers of the other Contracting Party, on the basis of reciprocity, access within its territory to the airport and areas related to the operation of aircraft, crew, passengers and cargo of a designated air carrier of the other Contracting Party.
4. Each Contracting Party shall grant, on the basis of reciprocity, to the designated air carriers of the other Contracting Party the right to bring into and remain in its territory, for brief periods not exceeding thirty (30) days, additional staff required by the designated air carriers of the other Contracting Party for its operations. Where additional time may be required, approval can be sought in accordance with each Party's respective laws.
5. The Contracting Parties shall ensure that passengers, irrespective of their nationality, may purchase tickets from the air carrier of their choice in local currency or in any freely convertible currency accepted by that air carrier. These principles shall also apply to the carriage of cargo.
6. On the basis of reciprocity, the designated air carriers of a Contracting Party shall have the right to conduct, in the territory of the other Contracting Party, the sale of air transport tickets for passengers and cargo in local currency or in any freely convertible currency, both at their own offices and through accredited agents of their choice. The designated air carriers of a Contracting Party shall have the right to open and maintain in the territory of the other Contracting Party bank accounts in the currency of either Contracting Party or in any freely convertible currency, at their discretion.

ARTICLE 15

COMMERCIAL COOPERATION AGREEMENTS

1. Subject to agreement between the competent aeronautical authorities, the designated air carriers of each Contracting Party may, for the operation of agreed services, enter into commercial cooperation agreements, including, but not limited to, capacity reservation agreements, code-sharing agreements or any other joint venture agreement:
 - (a) with one or more air carriers of either Contracting Party; and

(b) with one or more air carriers from a third country.

2. Operating air carriers under such commercial cooperation agreements must have the appropriate authorisations and corresponding traffic rights, including those relating to routes and capacity allocations, and meet the criteria normally applicable to such agreements.

3. All air carriers contracted under such commercial cooperation agreements must have the appropriate authorisations and corresponding route rights and meet the criteria normally applicable to such agreements.

4. The total capacity operated by the air services provided under such commercial cooperation agreements shall be counted only against the capacity allocation of the Contracting Party which designated the operating air carriers. The capacity offered for such services by the contracting air carriers shall not be counted against the capacity allocation of the Contracting Party which has designated that carrier.

5. The aeronautical authorities of each Contracting Party may request not only the operating air carriers but also the contracting air carriers to file their schedules for authorisation.

6. When selling services under such commercial cooperation agreements, the air carrier concerned or its agent shall inform the purchaser at the time of sale of the identity of the operating air carrier on each leg of the service and the identity of the air carriers with which it contracts.

ARTICLE 16

TRANSFER OF SURPLUS REVENUE

1. Each Contracting Party shall grant, on the basis of reciprocity and upon request, to the designated carriers of the other Contracting Party the right to convert and transfer to the territory or territories of its choice excess local revenues derived from the sale of air transportation and related activities in its territory. Such conversion and transfer shall be permitted promptly, without restriction or taxation, at the rate of exchange applicable to current transactions and transfers on the date on which the air carrier makes the initial request.

2. Each Contracting Party shall grant to the designated air carriers of the other Contracting Party the right to apply all or part of their revenues earned in its territory to cover any expenses in connection with their transportation activities (including fuel purchases) and other air transportation activities.

3. If the payment scheme between the Contracting Parties is governed by a specific agreement, that agreement shall apply.

ARTICLE 17

GROUND-HANDLING SERVICES

Subject to the applicable laws and regulations of each Contracting Party, each air carrier shall have the right, in the territory of the other Contracting Party, to use its own ground-handling

services ("self-handling") or, at its option, to choose among competing suppliers that provide ground-handling services in whole or in part. Where applicable laws and regulations limit or exclude self-handling and where there is no effective competition between ground-handling suppliers, each designated air carrier shall be treated in a non-discriminatory manner with regard to access to self-handling and ground-handling services provided by one or more suppliers.

ARTICLE 18

FARES

1. The fares (including taxes and/or surcharges) to be charged by the designated air carriers of each Contracting Party shall be set at reasonable levels, freely and independently, taking due account of all relevant factors, including operating costs, fuel costs, service characteristics and a reasonable profit.

2. Each Contracting Party may require notification to, or registration with, its aeronautical authorities of the fares which the designated air carriers of the other Contracting Party intends to charge to or from its territory. Notification or registration by the air carriers of both Contracting Parties may be required up to forty-five (45) days prior to the intended effective date. In certain cases, notification or registration may be permitted at shorter notice than normally provided for.

3. Without prejudice to the laws on competition and consumer protection in force in each Contracting Party, the intervention of the Contracting Parties is limited to:

- (a) the protection of consumers from unreasonably high or restrictive prices due to an abuse of a dominant position;
- (b) the protection of air carriers from artificially low prices due to direct or indirect subsidies or aids;
- (c) the protection of air carriers from artificially low prices with the proven intention to eliminate competition.

4. If the aeronautical authorities of one Contracting Party consider that a fare does not meet the criteria set out in paragraph 1 and/or falls within the categories referred to in paragraph 3(a), 3(b) and/or 3(c), they shall send a reasoned notification of their disapproval to the aeronautical authorities of the other Contracting Party and to the air carrier concerned as soon as possible and in any case no later than thirty (30) days after the date of notification or registration of the fare in question. In addition, they may request consultations on the matter with the aeronautical authorities of the other Contracting Party. Such consultations shall take place within thirty (30) days of receipt of the request. The aeronautical authorities of each Contracting Party shall cooperate in order to gather the information necessary for a satisfactory solution to the problem. In the absence of agreement, any decision to disapprove a rate shall prevail.

ARTICLE 19

APPROVAL OF FLIGHT SCHEDULES

1. The flight schedules of the designated air carriers of a Contracting Party shall be submitted for approval to the aeronautical authorities of the other Contracting Party.
2. In this case, the said flight schedules shall be communicated at least thirty (30) days prior to commencement of operations and shall specify, in particular, the schedule, the frequency of the routes, the aircraft types, their configuration and the number of seats available to the public. This period of thirty (30) days may, in certain cases, be reduced, subject to agreement between the Aeronautical Authorities of both Contracting Parties.
3. Any changes to the approved flight schedules of a designated air carrier of one Contracting Party shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

ARTICLE 20

TRANSIT

1. Passengers and cargo in transit through the territory of a Contracting Party shall be subject to simplified control.
2. Cargo and baggage in transit through the territory of a Contracting Party shall be exempt from any Customs duties, inspection fees and other fees and charges.

ARTICLE 21

STATISTICS

The aeronautical authorities of a Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, or have provided to them upon request by their designated air carriers, such statistical material as may be reasonably necessary to review the operation of the agreed services.

ARTICLE 22

PROTECTION OF THE ENVIRONMENT

The Parties subscribe to the need to protect the environment by promoting the sustainable development of aviation. With respect to air operations between their respective territories, they agree to comply with the ICAO Annex 16 Standards and Recommended Practices (SARPs) and the existing ICAO policy and guidance material on environmental protection.

The Parties undertake to continue their discussions on environmental protection to amend this Article as necessary, in accordance with Article 23 of the Agreement, to take account of technological developments and international objectives for the sustainable development of aviation.

ARTICLE 23

CONSULTATIONS AND MODIFICATIONS

1. The aeronautical authorities of the Contracting Parties shall consult each other as often as deemed necessary in a spirit of close cooperation to ensure the satisfactory application of the principles and provisions of this Agreement. Such consultations shall commence within sixty (60) days of the date of receipt of a request for consultations from a Contracting Party.
2. Either Contracting Party may at any time request consultations with the other Contracting Party for the purpose of interpreting the provisions of this Agreement or making any amendments or modifications to the provisions of this Agreement or its Annex that it considers desirable. Such consultations may take place between aeronautical authorities and may be conducted orally or by correspondence. Such consultations shall commence within sixty (60) days of the date of receipt of the request for consultations by the other Contracting Party.
3. Amendments or modifications to this Agreement agreed between the Contracting Parties under the provisions of paragraph 2 of this article shall enter into force after confirmation through diplomatic channels of the completion of the internal procedures required by each Contracting Party.

ARTICLE 24

SETTLEMENT OF DISPUTES

1. In the event of a dispute between the Contracting Parties concerning the interpretation or application of this Agreement, the Contracting Parties shall in the first instance endeavour to resolve it through direct negotiations between the aeronautical authorities in accordance with the provisions of Article 23 of this Agreement.
2. If the aeronautical authorities of the Contracting Parties are unable to reach agreement, the dispute shall be resolved through diplomatic consultations. Such consultations shall commence no later than sixty (60) days from the date of receipt of a request for consultations from a Contracting Party.
3. If the Contracting Parties fail to reach a settlement by negotiation in accordance with paragraphs 1 and 2 of this Article, they may agree to submit the dispute for decision either to a person or body designated by mutual agreement or, at the request of either Contracting Party, to a tribunal composed of three arbitrators. In this case, each Contracting Party shall appoint an arbitrator and the third arbitrator, who shall not be a national of either Contracting Party, shall be appointed by these two arbitrators and shall act as chairman of the tribunal. Each Contracting Party shall appoint its arbitrator within sixty (60) days of the date of receipt by either Contracting Party, through diplomatic channels, of the request for arbitration from the other Contracting Party; the third arbitrator shall be appointed within sixty (60) days of the appointment of the first two. If either Contracting Party fails to appoint an arbitrator within the prescribed period or if the third arbitrator has not been appointed within the prescribed period, the President of the Council of the International Civil Aviation Organization may, at the request of either Contracting Party, appoint one or more arbitrators as the case may be. In such a case,

the third arbitrator shall be a national of a State which has diplomatic relations with both Contracting Parties at the date of his/her appointment.

4. In the event that the third arbitrator is appointed by the President of the Council of the International Civil Aviation Organization, if s/he is prevented from doing so or if s/he is a national of either Contracting Party, the appointment shall be made by the Vice-President, and if s/he is prevented from doing so or if s/he is a national of either Contracting Party, the appointment shall be made by a senior official of the Council who is not a national of any Contracting Party.

5. The arbitration tribunal shall be free to determine its rules of procedure. The costs of each of the national arbitrators shall be borne by the Contracting Party which appointed him/her. All other expenses of the arbitration tribunal shall be shared equally by the Contracting Parties.

6. The Contracting Parties shall comply with any decision made under paragraph 3 of this Article.

7. If one of the Contracting Parties fails to comply with a decision under paragraph 3 of this Article and for so long as it continues not to comply, the other Contracting Party may limit, deny or repeal any right or privilege granted under this Agreement.

ARTICLE 25

MULTILATERAL AGREEMENTS

If, after the entry into force of this Agreement, both Contracting Parties become bound by a multilateral agreement dealing with matters governed by this Agreement, the provisions of that agreement shall prevail. Both Contracting Parties may enter into consultations in accordance with Article 23 of this Agreement with a view to determining the extent to which this Agreement is affected by the provisions of that multilateral agreement and whether this Agreement should be revised to take account of that multilateral agreement.

ARTICLE 26

TERMINATION

Each Contracting Party may at any time give notice in writing through diplomatic channels of its intention to terminate this Agreement. Such notification shall be sent simultaneously to the International Civil Aviation Organization. In such case, this Agreement shall terminate twelve (12) months after the date of receipt of the notification by the other Contracting Party, unless the termination is withdrawn by mutual agreement before the expiry of that period. If the other Contracting Party does not acknowledge receipt of the notification, the notification shall be deemed to have been received fifteen (15) days after the date of acknowledgement by the International Civil Aviation Organization.

ARTICLE 27

**REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION
ORGANISATION**

This Agreement shall be registered with the International Civil Aviation Organization.

ARTICLE 28

ENTRY INTO FORCE

Each Contracting Party shall notify the other, through diplomatic channels, of the completion of the constitutional procedures required in respect of it for the entry into force of this Agreement, which shall take effect on the first day of the second month following the date of receipt of the last notification.

Upon entry into force, this Agreement shall supersede any previous Air Services Agreements between the Cook Islands and the French Republic on behalf of French Polynesia.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in Rarotonga..... on 02/01/25 in duplicate, in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
COOK ISLANDS

FOR THE GOVERNMENT OF THE
FRENCH REPUBLIC FOR FRENCH
POLYNESIA



ANNEX:

ROUTE SCHEDULE

FRENCH POLYNESIA / COOK ISLANDS ROUTE

1. Route eligible for operation by air carriers designated by the Cook Islands:

From any behind point (***) to any point in the Cook Islands (*) via any intermediate point (***) to any point in French Polynesia (*) and any point beyond (***) and vice versa.

Route Number	Behind Points	Points of Origin	Intermediate Points	Points of Destination	Beyond Points	Direction
2	Any point (***)	Any point (*)	Any point (***)	Any point (*)	Any point (***)	Both directions

(*) For the purposes of this Agreement, "points in French Polynesia" and "points in the Cook Islands" shall refer exclusively to airports designated as international airports by the respective aeronautical authorities.

(***) Excluding any point on the territory of the French Republic outside French Polynesia.

2. Route eligible for operation by air carriers designated by France

From any behind point (***) to any point in French Polynesia (*) via any intermediate point (***) to any point in the Cook Islands (*) and any point beyond (***) and vice versa.

Route Number	Behind Points	Points of Origin	Intermediate Points	Points of Destination	Beyond Points	Direction
1	Any point (***)	Any point (*)	Any point (***)	Any point (*)	Any point (***)	Both directions

(*) For the purposes of this Agreement, "points in French Polynesia" and "points in the Cook Islands" shall refer exclusively to airports designated as international airports by the respective aeronautical authorities.

(***) Excluding any point on the territory of the French Republic outside French Polynesia.

Notes:

a) The designated air carriers of each Contracting Party may, at their preference, on all or part of their services:

- operate flights in one or both directions;
- omit stopovers at one or more points on specified routes;

- change the order of service of points on the specified routes (including the possibility of serving intermediate points as points beyond and vice versa, as well as the possibility of omitting stopovers in one direction of a service);
- terminate their service in the territory of the other Contracting Party or beyond;
- serve co-terminal points on specified routes in the territory of the other Contracting Party;
- change unspecified points in the route schedule by simple communication to the aeronautical authorities;

provided that the relevant services commence or terminate in the territory of the Contracting Party which has designated the air carrier.

b) The exercise of traffic rights by a designated air carrier or air carriers of each Contracting Party between intermediate or beyond points in a third country and the territory of the other Contracting Party shall be subject to agreement between the aeronautical authorities of both Contracting Parties.