

MEMORANDUM OF UNDERSTANDING

1. On the occasion of the 10th ICAO Air Services Negotiations Conference 2017 (ICAN 2017), delegations representing the Aeronautical Authorities of The Russian Federation and the Government of Jamaica met on 7th December 2017 in Colombo, Sri Lanka to discuss matters pertaining to the establishment of an Air Services Agreement (ASA) between the two countries.
2. The discussions were held in a cordial atmosphere reflecting the friendly relations between the two countries.
3. The composition of the delegations is attached as Annex I
4. During the meeting, both delegations discussed matters pertaining to air services arrangements including the draft ASA between the Governments of The Russian Federation and Jamaica.
5. Both delegations discussed and agreed ad referendum the draft text of the ASA attached at Annex II with the following areas identified for further consultations:
 - i. Article 10 (Custom Duties and Charges);
 - ii. Article 13 (Transfer of Earnings);
 - iii. Article X (Ground Handling Provisions)

The Jamaica Delegation agreed to accept to Article 18 on Dispute Settlement without reference to arbitration and the deletion of 7th Freedom rights

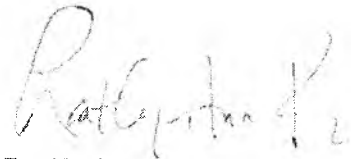
Signed in Colombo, Sri Lanka, on 7th December 2017

**For the delegation of the Aeronautical
Authorities of The Russian Federation**



**Mr. Sergey A. Seskutov
Deputy Director
Ministry of Transport**

For the delegation of Government of Jamaica



**Dr. Kathy-Ann Brown
Deputy Solicitor General
Attorney General's Chambers**

DELEGATION OF JAMAICA

Dr. Kathy-Ann Brown
Deputy Solicitor General
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- Head of Delegation

Ms. Sharon Miller
Director, Economic Affairs Department
Ministry of Foreign Affairs and Foreign Trade

Ms. Paula Brown
Director, Transport Policy (Actg.)
Ministry of Transport and Mining

Mrs. Jodi Munn-Barrow
Secretary General
Ministry of Transport and Mining

Mrs. Julia Moncrieffe Wiggan
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Mr. Jermaine Case
Crown Counsel
Attorney General's Chambers

Mr. Michael Hepburn
Director, Economic Regulation
Jamaica Civil Aviation Authority

Ms. Karen Thompson
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DELEGATION OF THE RUSSIAN FEDERATION

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**AIR SERVICES AGREEMENT
BETWEEN THE GOVERNMENT OF THE RUSSIAN FEDERATION
AND THE GOVERNMENT OF JAMAICA**

The Government of the Russian Federation and the Government of Jamaica, hereinafter referred to as "the Parties";

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the Seventh day of December 1944;

Desiring to conclude an Agreement for the purpose of facilitating the expansion of international air services opportunities between and beyond their respective territories;

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

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

For the purpose of this Agreement, unless the context otherwise requires, the following terms:

1. "Aeronautical Authorities" means,
in the case of the Russian Federation – the Ministry of Transport of the Russian Federation;
in the case of Jamaica – the Minister responsible for civil aviation or the Jamaica Civil Aviation Authority or
in both cases any other authority or person authorized to perform the functions exercised by the Aeronautical Authorities;
2. "Agreement" means this Agreement, any annex to it, and any amendments thereto;
3. "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
4. "capacity" in relation to:

"an aircraft" means the payload of the aircraft available on the route or section of a route that an airline operate in a period;

"a specified air service" means the number of frequencies of the flights, operated by such an aircraft over a given period and route or section of route;

5. "Convention" means - the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

a. any amendment that has entered into force under Article 94a of the Convention and has been ratified by both Parties; and

b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;

6. "designated airline" means - an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

7. "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

8. "ICAO" means the International Civil Aviation Organization;

9. "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding remuneration and conditions for the carriage of mail.

10. "User charges" means charges imposed on airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or airport navigation facilities (including facilities for overflight), or related services or facilities, for aircraft, their crews, passengers and cargo;

For the avoidance of doubt, all references to the singular shall include the plural, and all references to the plural shall include the singular unless the context indicates otherwise.

ARTICLE 2

GRANT OF TRAFFIC RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of establishing and operating agreed services on the routes specified in the Annex to this Agreement.

2. The designated airlines of each Party shall enjoy exercising, while operating agreed service on a specified route, the following rights:

a. to fly across the territory of the other Party;

b. to make stops in the said territory for non-traffic purposes;

c. to make stops in the said territory at points specified in the Annex to this Agreement, for the purpose of taking on or putting down international traffic, such as passengers, cargo and mail, separately or combined.

3. The airlines of each Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

4. Nothing in paragraph 1) and 2) of this Article shall be deemed to confer on the designated airlines of one Party the privilege of taking up in the territory of the other Party, passengers, cargo or mail carried with or without remuneration or hire and destined for another point in the territory of the Party.

5. If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a Designated Airline of one Party is unable to operate an agreed service on its specified route, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 3 DESIGNATION AND AUTHORISATION

1. Each Party shall have the right to designate in writing, through diplomatic channels, to the other Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designation.

2. On receipt of such designation, or alteration in the form and manner prescribed for operating authorization and technical permission, the other Party shall, without undue delay, grant the appropriate operating authorization (hereinafter referred to as "authorization"), provided that:

a) the designated airline is established in the territory of the designating Party and that Party has a shareholding interest and/or the substantial ownership is vested in its nationals;

b) effective regulatory control of the designated airline is exercised and maintained by the Party designating the airline;

c) the designated airlines operate the agreed services in accordance with the conditions prescribed under this Agreement and fulfil the conditions prescribed under the laws normally and reasonably applied by the Aeronautical Authorities of each Party to the operation of international air services.

3. On receipt of the operating authorisation of paragraph 2 of this Article, the designated airline may at any time begin to operate the agreed services for which it is so designated in accordance with the provisions of this Agreement.

ARTICLE 4

REVOCATION OF AUTHORISATION

1. Each Party shall have the right to revoke the operating authorisation or to suspend the exercise of the right specified in paragraph 2 of Article 2 (Traffic Rights) of this Agreement by the airline designated by the other Party, or to impose such conditions as it may deem necessary on the exercise of these rights, in the following cases:

- a) where it is not satisfied that the designated airline is established in the territory of the designating Party and that Party has a shareholding interest and/or substantial ownership is vested in its nationals;
- b) where effective regulatory control of the designated airline is not exercised and maintained by the Party designating the airline;
- c) where the designated airlines otherwise fail to comply with the laws of the Party granting these rights;
- d) where the designated airlines otherwise fail to operate the agreed services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent any further infringements of the laws and regulations of a Party, such right shall be exercised only after consultation with the Aeronautical Authorities of the other Party in accordance with Article 17 (Consultations).

ARTICLE 5

APPLICATION OF LAWS

1. The laws and regulations of a Party relating to the admission, sojourn in, or departure from its territory of an aircraft engaged in international air services, or to the operation and flight across that territory shall also be applied to the designated airline of the other Party.

2. The laws and regulations of one Party relating to the admission, sojourn in, or departure from its territory of passengers, crew, baggage, cargo and mail, such as regulations relating to entry, transit, clearance, immigration, passports, customs, police, currency and sanitary measures, will be applied to passengers, crew, baggage, cargo and mail transported on board the aircraft of the designated airline of the other Party upon entry into, transit of and departure from and while within the said territory.

3. Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air transportation in the

application of its immigration, customs, quarantine and similar regulations.

4. Subject to the laws of each Party passengers, baggage and cargo in direct transit across the territory of one Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against acts of unlawful interference, as well as transportation of narcotics and psychotropic substances and their precursors, weapons, ammunition, explosives and explosive devices, radioactive materials, toxic substances, and other substances that threaten the environment and public health, only be subject to a simplified control.

5. Each Party shall, upon request, supply to the other Party copies of the relevant laws and regulations referred to in this Article.

ARTICLE 6

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Party and still in force, shall be recognized as valid by the other Party for the purpose of operating the agreed services on the specified routes provided that such certificates or licences were issued or rendered valid in conformity to the standards established under the Convention.

2. If the certificates and licences issued by the Aeronautical Authorities of one Party to any person or to the designated airline or an aircraft used in operation of the agreed services, allow differences with the minimum standards of the Convention, and ICAO is notified of such differences, the other Party may request consultation between the Aeronautical Authorities to clarify the practice. Such consultations shall be held in accordance with Article 17 (Consultations) of this Agreement.

3. Each Party reserves the right to refuse to recognize for flights above or landing within its own territory certificates of competency and licences granted to its own nationals by the other Party or by a third Party.

ARTICLE 7

SAFETY

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities and services, flight crew, aircraft and the operational of activity. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the minimum standards established at that time pursuant to

the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform to the minimum standards. The other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 (Revocation of Authorisation) of this Agreement. 3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, within the territory of the other Party, may be made the subject of an examination by the authorized representatives of the other Party (hereinafter referred to as "ramp inspection"), provided this does not cause unreasonable delay in the operation of the aircraft.

4. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of ramp inspection is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

5. If any such ramp inspection or series of ramp inspections gives rise to serious concerns that an aircraft or the operation of activity does not comply with the minimum standards established at that time pursuant to the Convention, or serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to the minimum standards established pursuant to the Convention.

6. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of a Party in accordance with this paragraph is denied by the representative of that airline, the other Party shall be free to apply the arrangements in accordance with paragraph 4 of this Article.

7. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party in accordance with Article 4 (Revocation of Authorisation).

8. Any action by one Party in accordance with paragraph 7 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 8 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Parties affirm 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. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, opened for signature at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at the Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971, the Protocol for Suppressions of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other international compact on civil aviation security, which both Parties are members of.

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

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by International Civil Aviation Organization and designated as Annexes to the Convention. The Parties shall require that operators of aircraft of their registry or operators of aircraft who are established in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes to the Convention. Either Party may request immediate consultations with the other Party at any time to discuss any such differences, in accordance with Article 17 (Consultations).

4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall give sympathetic and prompt consideration to any request from the other Party for reasonable special security measures to meet a particular threat in such case, those measures will have to be agreed by the Parties in each case.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall have the right, within thirty (30) days following notice, for its Aeronautical Authorities to conduct an assessment in the territory of the other Party of the security measures being undertaken, or proposed, by aircraft operators in respect of flights arriving from, or departing to its territory.. The administrative arrangements for the conduct of such assessments shall be agreed between the Aeronautical Authorities of both Parties and implemented without delay so as to ensure that assessments will be conducted expeditiously. All assessments shall be covered by a specific agreement.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall take place within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, a Party may, before the expiration of the said period of fifteen (15) days, take the measures referred to in this paragraph.

ARTICLE 9 USER CHARGES

1. Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be made in accordance with the rates and tariffs established by each Party, in accordance with the Convention.

2. Neither Party shall impose nor permit to be imposed on the designated airlines of the other Party higher fees for services and use of airports and air navigation facilities, than the ones that apply to airlines of the first Party that provide similar international air services.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary for an accurate review of the reasonableness of the charges in light of the principles of this Article. Reasonable notice of any proposals for changes in user charges should be given to such users to

enable them to express their views before changes are made.

[ARTICLE 10 CUSTOMS DUTIES AND CHARGES

1. Each Party shall, on the basis of reciprocity and in accordance with its ~~own~~ ~~legislation~~ ~~laws~~, exempts a designated airline of the other Party from customs duties, inspection fees and other duties and charges, with the exception of the charges specified in paragraph 5 of this Article, for aircraft operated on the agreed routes by the designated airlines of the other Party and also their regular equipment, supplies of fuel and lubricants and the aircraft stores (including food, beverages and tobacco) intended for or used solely in connection with the operation and maintenance of aircraft of the designated airline operating the agreed services of such other Party.

2. The exemptions provided in accordance with paragraph 1 of this Article shall also apply to:

a) aircraft stores whether introduced into or taken on board in the territory of ~~the other the State of either~~ Party, within limits fixed by the authorities of the said Party, ~~and for use on board the aircraft engaged on a specified route of the other~~ Party;

b) spare parts including engines, ~~entered into the territory of either Party for the maintenance or repair of aircraft used on a specified route by the designated airline of the other Party;~~

c) fuel, and lubricants and consumable technical supplies ~~destined to supply aircraft operated on a specified route by the designated airline of the other Party, even when these supplies are to be used on the part of the route performed over the territory of the State of the Party in which they are taken on board.~~

3. The regular aircraft equipment, the materials, supplies and spare parts, including engines, retained on board the aircraft operated by the designated airlines of one Party on the agreed services, may be unloaded in the territory of ~~the State of the~~ other Party only with the approval of the customs authorities of that Party. In such case they shall be placed under the customs control of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations of ~~the state of~~ that Party.

4. Baggage and cargo in shall, up to such time that they are on direct transit, shall be exempted from customs duties and taxes.

5. ~~Charges corresponding to the services performed, storage and customs clearance will be charged in accordance with the national legislation of the States of the Parties.]~~

ARTICLE 11

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. The designated airlines of each Party shall, in all respects, enjoy fair and equal operating conditions for providing the agreed services on the specified routes.
2. In operating the agreed services, the designated airlines of each Party shall take into account the interest of the designated airlines of the other Party so as not to unduly affect the services which the latter provides on the whole or part of the same route. Nothing in this paragraph shall be considered as a commitment of the airlines of one Party to conclude a commercial agreement with the airline of the other Party that operates the whole or part of the same route.
3. The agreed services provided by the designated airlines of the Parties shall be related to the requirements of the public for transportation on the specified routes, and each designated airline shall have as their primary objective the provision, at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Party designating the airline and the territory of the other Party. Conditions for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of the Parties and at points in the territories of third countries shall be provided in accordance with the general principles that capacity shall be related to:
 - a). Traffic requirements to and from the territory of the Party, which has designated the airline;
 - b). Traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the Party comprising the area;
 - c). The requirements of the transit flights operation.
4. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations.
5. Neither Party shall unilaterally restrict the operations of the designated airlines of the other, except according to the terms of this Agreement or as may be required for customs, technical, operational or environmental reasons, under uniform conditions consistent with Article 15 of the Convention.
6. Neither Party shall allow its designated airlines, neither in conjunction with any other Airline or Airlines or separately, to abuse market power in a way which

has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.

7. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the Airlines of the other Party.

ARTICLE 12 TARIFFS

1. The tariffs applicable between the territories of the two Parties shall be established at reasonable levels, due regard being paid to all relevant factors including the cost of operation, the interest of users, reasonable profit, class of service and the tariffs of other airlines operating over the whole or part of the specified routes, established according to the Annex to the Agreement or part thereof.

2. The tariffs may be developed by the designated airlines individually.

3. The Aeronautical Authorities of either Party may require tariffs for an agreed service to be notified or filed for approval (in such form as they may separately require). Such notification or filing by the designated airline of both Parties may be required to be made no later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered Aeronautical Authorities. Where it is proposed that the Aeronautical Authorities of one or either of the Parties proposed to intervene in a tariff that has been filed, the primary objectives of such intervention shall be:

- a). prevention of unreasonably discriminatory tariffs;
- b). protection of consumers from prices that are unreasonably high or restrictive because of the abuse of a dominant position.

5. Except for tariffs with a specific period of validity, the tariffs established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.

6. If the Aeronautical Authorities do not agree on any tariffs established under the provisions of this Article, the dispute may be settled in accordance with the provisions of Article 18 (Settlement of Disputes) of this Agreement. In any event, the Aeronautical Authorities of a Party shall not take unilateral actions to prevent the coming into effect or continuation of a tariff of an airline of the other Party.

**[ARTICLE 13
TRANSFER OF EARNINGS**

1. Each Party shall grant to the designated airlines of the other Party the right to transfer freely the excess of receipts over expenditure earned by the said airlines in connection with the operation of the international air services. The said transfer shall be made in any freely convertible currency according to the official exchange rate valid for the date of transfer request and in accordance with the ~~legislation~~ laws of the State of the Party and shall not be subject to any charges, except those normally made by banks or other financial institutions for carrying out such conversion and remittance.

~~2. The provisions of the present Article do not affect the issues of taxation that are the subject of the separate agreement between the Parties.]~~

**ARTICLE 14
AIRLINE COMMERCIAL REPRESENTATION**

1. The designated airlines of one Party shall have the right to establish offices in territory of the other Party for the promotion of and sale of international air services using their own transportation documents, in accordance with laws and regulations of that Party. Such sale may be executed directly or through authorised agents appointed by the designated airlines. 2. The designated airlines of one Party shall be allowed, on the basis of reciprocity, to bring in and maintain in the territory of the other Party their offices and representation, with administrative, operational and technical staff as required in connection with the operation of the agreed services in accordance with the laws and regulations of the other Party.

3. These staff requirements may, at the option of the designated airlines of one Party, be satisfied by its own personnel or by using the services of any other organisation operating in the territory of the other Party and authorised to perform such services for other airlines.

4. The designated airlines of one Party shall operate in accordance with the laws and regulations in force of the other Party:

a) each Party shall, on the basis of reciprocity, grant with the minimum delay the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 3 of this Article; and

b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel referred to in paragraph 3 of this Article performing certain temporary duties not exceeding ninety (90) days.

5. On the basis of reciprocity, the Designated Airline or Airlines of one Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring in and maintain in the

Territory of the other Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of Air Services.

6. The Designated Airlines of each Party shall have the right to engage in the sale of air transportation in the area of the other Party, either directly or through agents appointed by the Designated Airline. The Designated Airlines of each Party shall have the right to sell and any person shall be free to purchase, such transportation in freely convertible currency or in local currency.

7. The Designated Airlines of each Party shall have the right to enter into arrangements to use the services and personnel of any other organisation, company or Airline operating in the Territory of the other Party.

8. The Designated Airline or Airlines of each Party shall have the right to establish offices in the Territory of the other Party for the promotion and sale of International Air Services.

ARTICLE 15 ENVIRONMENTAL PROTECTION

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 of the Convention and the existing ICAO policy and Guidance on environmental protection and refrain from unilateral actions when applying market based measures on carbon emissions reduction.

ARTICLE 16 PROVISION OF STATISTICS

1. The Aeronautical Authorities of one Party shall supply, or cause to supply, to the Aeronautical Authorities of the other Party, at their request, such information relating to the traffic carried on the agreed services by their designated airlines to and from the territory of the other Party as may normally be prepared and submitted by the designated airline to its national Aeronautical Authorities. Such data shall include details on volume, distribution, origin and destination of the traffic.

2. Any additional statistical traffic data which the Aeronautical Authorities of the Party may desire from the Aeronautical Authorities of the other Party shall upon request be subject of mutual discussion and agreement between the two Parties.

[ARTICLE X Ground Handling Provisions

Subject to the laws and regulations of each Party, each Designated Airline shall have in the Territory of the other Party, the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each Designated Airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers. For each Designated Airline, the right to perform self-handling shall be subject, on a non-discriminatory basis, to physical constraints resulting from limitations of airport space and considerations of safety and security.]

ARTICLE 17 CONSULTATIONS

1. In a spirit of close and friendly cooperation, the Aeronautical Authorities of the Parties shall consult each other from time to time concerning the correct implementation, interpretation and modification of this Agreement.

2. Such consultations, which may be through discussion or by correspondence, shall begin within a period of 30 (thirty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

ARTICLE 18 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place try to settle it by negotiation between Aeronautical Authorities of both Parties.
2. If the said Aeronautical Authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

ARTICLE 19
MODIFICATION OF AGREEMENT

1. If either of the Parties considers it desirable to modify the terms of this Agreement it may request consultation. Consultations shall begin within a period of thirty (30) days from the date of the request unless the Parties agree otherwise. Any modification of this Agreement shall enter into force on the date of receipt of the latter written notice of the completion of all national procedures concerning entry into force.

2. Any modification of the Annex may be made by arrangements between the Aeronautical Authorities of the Parties and fixed in the protocols of consultations between the Aeronautical Authorities of the Parties. Such protocols are an integral part of the Annex to the Agreement and shall enter into force upon signature.

ARTICLE 20
CONFORMITY TO MULTILATERAL CONVENTIONS OR
AGREEMENTS

If both Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they, in accordance with the Article 17 (Consultations) of this Agreement, shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 21
TERMINATION

1. Each Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to International Civil Aviation Organization.

2. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period.

3. In the absence of acknowledgement of receipt by the other Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22
REGISTRATION WITH ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 23
ENTRY INTO FORCE

This Agreement shall enter into force on the date of the last notification through diplomatic notes by either Party to the other Party that it has fulfilled the necessary measures in accordance with its laws and regulations for the entry into force of his Agreement.

Done in _____ on _____ in duplicate in Russian and English languages, all texts being equally authentic.

In case of divergence of interpretation, the text of the Agreement in English language of this Agreement shall be used.

**FOR THE GOVERNMENT OF
THE RUSSIAN FEDERATION**

**FOR THE GOVERNMENT OF
JAMAICA**

ANNEX
TO THE AIR SERVICES AGREEMENT BETWEEN
THE GOVERNMENT OF THE RUSSIAN FEDERATION
AND THE GOVERNMENT OF JAMAICA

Route Schedule

a) The designated airlines of the Russian Federation shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Any points in the Russian Federation	Points in the third countries *	Any points in Jamaica	Points in the third countries *

* Other points shall be subject to an agreement between the Aeronautical Authorities of the Parties.

b) The designated airlines of the Jamaica shall be entitled to operate international scheduled air services in both direction on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Any points in Jamaica	Points in the third countries *	Moscow, other points in the Russian Federation*	Points in the third countries *

* Other points shall be subject to an agreement between the Aeronautical Authorities of the Parties.

Notes:

1. Only 3rd and 4th freedom traffic rights are covered by above route schedule. Intermediate points and points beyond the territories of the Parties shall be subject to an agreement between the Aeronautical Authorities of the Parties.
2. Intermediate points and points beyond as may be agreed upon in the future may be omitted by the designated airlines of the Parties at their

discretion, provided that the agreed services on this route start and terminate in the territory of that Party.

3. The right of the designated airlines of one Party to transport passengers, cargo and mail between the points in the territory of the other Party and points in the territory of the third countries (exercise of fifth freedom traffic right) shall be subject to the separate agreement between the Aeronautical Authorities of the Parties.

4. Any operation along Transsiberian, Transpolar and Transasian Air Route networks in the airspace of the Russian Federation, defined in Global air navigation plan, published by the International organization of civil aviation in Doc 9750-AN/963, shall be subject to the separate agreement between the Aeronautical Authorities of the Parties.

5. Charter, additional and non-scheduled flights shall be carried out based on preliminary request of the designated as well as non-designated airlines, submitted to the Aeronautical Authorities of the Parties at least (120) hours before the departure, except weekends and holidays. The charter services should be operated in accordance with the national legislation of the Parties.

6. Airlines of both sides may enter into commercial and/or co-operative marketing arrangements including, but not limited to, blocked-space or code-sharing with any other airlines, including airlines of a third country, provided that:

a) the operating airline in such arrangements holds the appropriate operating authorisation and traffic rights;

b) the marketing carriers do not require designation and/or route rights;

c) no service is operated by an airline of one country for the carriage of passengers between a point in the territory of the other country and a point in a third country, or between two points in the territory of the other country, and no such passengers are carried, unless that airline itself has traffic rights between those two points;

d) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each flight forming part of the service;

e) the activities mentioned are carried out in accordance with the laws and regulations applicable in each country, including those governing competition;

f) the relevant airline has secured any necessary approvals from its own authorities, for the purposes of ensuring that the code-sharing arrangement is consistent with bilateral arrangements with any relevant third country; and

g) code-sharing agreements will be subject to approval by Aeronautical Authorities of both sides.

7. The number of frequencies and the types of aircrafts shall be subject to the agreement between the Aeronautical Authorities of the Parties.

8. All provisions stipulated above should be applied to all-cargo services.

9. Flight operations on aircraft leased with crew and maintenance provided by the landlord is subject to a separate agreement between the Aeronautical Authorities of the Parties.