

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE AERONAUTICAL AUTHORITIES OF THE**  
**REPUBLIC OF COSTA RICA AND THE GOVERNMENT OF BELIZE**

In the city of Bogota, Colombia on December 7, 2021, the Delegation of the Republic of Costa Rica and the Delegation of the Government of Belize hereinafter referred to as "The Delegations", met to review various aspects of the commercial air relations between the two countries.

The list of the two Delegations constitutes Annex I of this Memorandum of Understanding (MOU).

The talks were held in a cordial atmosphere, with the Delegations reaching the following understandings:

**1. AIR SERVICES AGREEMENT**

The Delegations mutually consented to the text of the Air Services Agreement (ASA) attached as Annex II. The Delegations undertook to recommend to their respective Governments the commencement of domestic procedures necessary to bring the Agreement into force.

In line with the principles included in the Air Services Agreement, the aeronautical authorities will apply the following within the scope of their national laws and regulations pending the signature of the ASA.

**2. DESIGNATION**

Each Party shall have the right to designate in writing to the other Party as many airlines as it wishes to operate the agreed services in accordance with the Agreement and to withdraw or alter such designation.

**3. ROUTE SCHEDULE, CAPACITY AND TRAFFIC RIGHTS**

- A. The airlines(s) designated by the Government of Belize shall be entitled to operate scheduled air services in both directions on the routes specified hereafter:

BEHIND POINTS	FROM BELIZE	INTERMEDIATE POINTS	POINTS IN COSTA RICA	BEYOND POINTS
Any points	Any Points in Belize	Any points	Any Points in Costa Rica	Any points

- B. The airlines designated by the Republic of Costa Rica will be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

BEHIND POINTS	FROM COSTA RICA	INTERMEDIATE POINTS	POINTS IN BELIZE	BEYOND POINTS
Any points	Any Points in Costa Rica	Any points	Any Points in Belize	Any points

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

The Designated Airline(s) of both Contracting Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), fulfill the fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction, provided that the service comprises a point located in the territory of the Contracting Party that designates the airlines.

#### **4. COOPERATION AGREEMENTS**

The Designated Airline(s) of both Parties may, either as a marketing carrier or as an operating carrier, freely enter into cooperative marketing arrangements including but not limited to blocked space and/ or code share arrangements including third country code share arrangements, with any other airline.

Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements.

Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that all airlines in these arrangements have the underlying traffic rights and/or authorizations.

In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that is made clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

The Designated Airline(s) of each Party may also offer code share services between any point (s) in the territory of the other Party, provided that such services are operated by an airline of the other Party.

#### **5. UNIQUE DESIGNATOR CODE**

Each Party shall accept the authorization of the designator code that the other Party has granted to its airlines to identify its flights.

#### **6. NON-SCHEDULED/CHARTER OPERATIONS**

1. The airlines of each Party designated to operate under this MOU shall have the right to operate non-scheduled international air transport over the routes specified and in accordance with the rights granted for scheduled services in this Agreement.
2. Each Party shall extend favorable consideration to applications by airlines of the other Party to carry traffic not covered by this Memorandum on the basis of comity and reciprocity.

## 7. AVOIDANCE OF DOUBLE TAXATION

Both Delegations agreed to recommend to their respective competent authorities to conclude an agreement for the avoidance of double taxation on revenues arising from their airlines' activities and income earned by their employees when stationed in the territory of the other Party.

This Memorandum of Understanding will come into effect on the date of signature.

The Delegations agreed to provide as soon as possible the texts of the ASA in all languages, English and Spanish, in order to conclude the Air Services Agreement between the Republic of Costa Rica and the Government of Belize and to proceed to its signature.

Signed in Bogota, Colombia on December 7, 2021.

For the Delegation of the Government  
of Belize



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**HON. ANDRE PEREZ**  
Minister, Ministry of Blue  
Economy and Civil Aviation

For the Delegation of the Republic of  
Costa Rica



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**WILLIAM RODRÍGUEZ LÓPEZ**  
Vicepresident  
Technical Council of Civil Aviation

## ANNEX I

### DELEGATION OF COSTA RICA

#### **Head of Delegation**

Mr. William Rodríguez López Vice President of the Technical Council of Civil Aviation

#### **Delegates**

Mr. Luis Miranda Muñoz Deputy Director  
Civil Aviation Authority

Mr. Christian Chinchilla Montes Head of Air Transport  
Civil Aviation Authority

Mrs. Ana Patricia Gamboa Venegas Air Transport Unit  
Civil Aviation Authority

**DELEGATION OF BELIZE**

**HON. ANDRE PEREZ**  
Minister, Ministry of Blue Economy and Civil Aviation

**HEAD OF DELEGATION**

**MRS. KENNEDY CARRILLO**  
CEO, Ministry of Blue Economy and Civil Aviation

**MEMBER**

**MR. NIGEL CARTER**  
Director of Civil Aviation  
Belize Department of Civil Aviation

**MEMBER**

**MS. JULIE TORRES**  
Legal Advisor  
Belize Department of Civil Aviation

**MEMBER**

**MS. IMELDA BAUTISTA**  
Belize Focal Point Air Services Agreement (ICAN2021)  
Belize Department of Civil Aviation

**MEMBER**