

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AERONAUTICAL AUTHORITIES OF
THE KINGDOM OF MOROCCO AND THE REPUBLIC OF COSTA RICA
Riyad, the December 05th, 2023**

On the 15th ICAO Air Services Negotiations Conference 2023 (ICAN 2023), delegations representing the Governments of the Kingdom of Morocco and the Republic of Costa Rica (hereinafter referred to as the "Delegations") met in Riyadh, Saudi Arabia on 05 December 2023 with a view to concluding an Air Services Agreement (hereinafter referred to as the "ASA") and the establishment of scheduled air services between the two countries. The list of the two Delegations is attached hereto as Appendix I.

The consultations were held in a cordial and friendly atmosphere and the following common understandings were reached:

I. Air Services Agreement

1. As a result of the discussions both delegations agreed on the new text of the ASA which is initialed and attached hereto as Appendix II.
2. Pending the entry into force of the ASA, the two Delegations came to the understanding that their respective Aeronautical Authorities will act in accordance with the agreed provisions of this MOU, and ASA will enter into force in accordance with the Article 29 of the ASA as Appendix II.

II. Designation of Airlines, Traffic Rights and Frequencies

1. In accordance with Article 4 (Designation and Operating Authorizations) of the ASA, the Contracting Parties shall have the right to designate, through Diplomatic channels, one or more airline(s) to operate or to hold out the agreed services.
2. The designated airlines of each Contracting Party shall, with immediate effect, be entitled to operate unlimited weekly frequencies with any type of aircraft and no restrictions, on points of the Annex I to the Agreement, with 3rd and 4th freedom traffic rights for both passenger and all cargo services.

IV. Commercial Activities

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, with:

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- (a) an airline(s) of the same Contracting Party, or
- (b) an airline(s) of the other Contracting Party; or
- (c) an airline(s) of a third country,

provided that all airlines in such arrangements hold the appropriate authority including route rights and traffic rights to operate on the routes and segments concerned and shall meet the requirements normally applied to such arrangements.

- 2. The designated airlines of both Contracting Parties shall, when holding services out for sale, in terms of code share, blocked-space or other joint venture arrangements, make it clear to the purchaser at the point of sale which airline will be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.
- 3. All code-sharing arrangements are subject to approval by the aeronautical authorities of both Contracting Parties, according to the regulation and the legislation of each Contracting Party.

V. Charter Operation

In order to stimulate growth and development of tourism and trade between the two countries, airlines of both Contracting Parties shall be given favorable consideration to operate charter services subject to national regulations of both countries.

VI. Enter into Force

Both delegations agreed that this Memorandum of Understanding will enter into force from the date of its signature.

Done at Riyadh, Kingdom of Saudi Arabia on December 05th, 2023.

For the Delegation of Morocco



Mr Tarik TALIBI
Director of Air Transport, Ministry of
Transport and Logistic

For the Delegation of Costa Rica



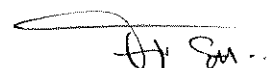
Mr. Fernando Naranjo Elizondo
Director General
General Directorate of Civil Aviation

Appendix I

Delegation Kingdom of Morocco

Mr Tarik TALIBI Director of Air Transport Ministry of Transport and Logistic	Head of Delegation
Mr. Otman AIT MADANI Head of Air Transport Regulation Department Ministry of Transport and Logistic	Member
Mrs. Wahiba AMARA Engineer in charge of International Negotiations Ministry of Transport and Logistic	Member
Mrs. Aya CHOULLI Head of Airline Partnerships & Interline ROYAL AIR MAROC	Member
Mr. Zakaria HAFIOUNE Regional Director Morocco AIR ARABIA MAROC	Member

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Delegation of the Republic of Costa Rica

Mr. Fernando Naranjo Elizondo
Director General
General Directorate of Civil Aviation

Head of Delegation

Ana Patricia Gamboa Venegas
Air Transporte Unit
General Directorate of Civil Aviation

Member

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ROUTE SCHEDULE

Routes to be operated by the airline or airlines designated by the Republic of Costa Rica:

Points of departure	Intermediate points	Points in the Kingdom of Morocco	Points Beyond
Points in the Republic Of Costa Rica	Any Point	Any point	Any Point

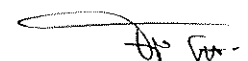
Routes to be operated by the airline or airlines designated by the Kingdom of Morocco

Points of departure	Intermediate points	Points in the Republic of Costa Rica	Points Beyond
Points in	Any Point	Any point	Any Point

Notes

1. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airline(s), be omitted on any or all flights, provided that any service either begins or terminates in the territory of the Contracting Party designating the airline(s).
2. The exercise of Fifth Freedom traffic right shall be agreed upon between the Aeronautical Authorities of the two Parties.
3. Each designated airline may perform international air services on any international segment or segments of the agreed routes without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

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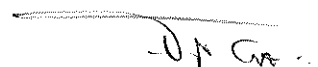


EXCLUSIVE CARGO SERVICES

1. Any designated airline engaged in the international transportation of air cargo:
 - a. Will receive non-discriminatory treatment with respect to access to facilities and services for cargo clearance, handling, storage and facilitation;
 - b. Subject to local laws and regulations, may directly use or exploit other modes of transportation;
 - c. May use leased aircraft provided that such operation complies with the equivalent aviation safety and security standards that apply to other aircraft of designated airlines, and complies with the internal laws of each of the Parties for the approval of this type of aircraft contracts.
 - d. May enter into cooperative arrangements with other air carriers including, but not limited to, code sharing, capacity reservations and inter-airline services; and

2. In addition to the rights indicated in paragraph 1, each designated airline engaged in the carriage exclusively of cargo on scheduled and non-scheduled services may provide such services to and from the territory of each of the Party(ies), without restrictions regarding frequency, capacity, routes, types of aircraft and origin and destination of cargo, exercising rights of up to the fourth freedom of the air.

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COOPERATIVE ARRANGEMENTS

1. The designated airlines which have an appropriate authority to provide the agreed services may operate them on the specified routes, without any geographical or directional constraint, via any point, also utilizing leased aircraft registered in third countries.

2. In operating or holding out services under this Agreement, any designated airline of a Contracting Party may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements, with:

- (a) any airline or airlines of the Contracting Parties; and
- (b) any airline or airlines of a third country; and
- (c) any surface (land or maritime) transport provider;

provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate route rights within the relevant bilateral provisions and (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements.

3. Each airline involved in code sharing arrangements pursuant to this paragraph must, in respect of any ticket sold by it, make it 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.

4. Any frequency operated under code sharing arrangements shall be counted as frequency of the operating airline.

5. In operating the agreed services, the designated airlines of each Contracting Party may be permitted to change aircraft at a point or points on the specified routes, using identical or different flight numbers on the concerned sectors.

6. The designated airlines of each Contracting Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Contracting Party, under the applicable laws and regulations in force.

7. The above in accordance with the laws and regulations in force in each Country.