

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

On the occasion of the ICAO Air Services Negotiations Conference 2025 (ICAN 2025), the delegations representing the Government of Malaysia and the Aeronautical Authorities of the Republic of Costa Rica met on 14 November 2025 to discuss matters pertaining to the establishment of Air Services Agreement (ASA) and air services arrangements between the two countries.

List of delegation members is attached as Appendix I.

The discussions were held in a cordial atmosphere reflecting the friendly relations between the two countries and the following were agreed by both delegations:

1. THE DRAFT AIR SERVICES AGREEMENT (ASA)

Both delegations discussed and deliberated the draft text of the Air Services Agreement (ASA) provided by Malaysia and have principally agreed to the draft text of ASA except for the following articles:

- a) Article 10 Security of Travel Documents,
- b) Article 11 Inadmissible and Undocumented Passengers and Deportees, and
- c) Article 14 Taxation;

The draft ASA is attached as Appendix II. The delegation of Costa Rica agreed to undertake further internal consultation on the above outstanding articles and will notify the outcome of such consultation in due course.

Both delegations agreed that the draft text of ASA shall be subjected to further internal consultations and approval from both countries. Both delegations agreed to notify each other on the outcome of such consultations through the diplomatic channel

2. ROUTE SCHEDULE

Both delegations agreed with the Route Schedule which is attached as Appendix III.



3. CAPACITY AND FREQUENCY

3.1 Passenger Services

3rd and 4th Freedom Traffic Rights

Both delegations agreed that the designated airline(s) of each Contracting Party shall be entitled to operate unlimited third and fourth freedom traffic rights on the specified routes with no limitations on frequency, capacity and aircraft type for passenger services.

3.2 Cargo Services

3rd , 4th and 5th Freedom Traffic Rights

Both delegations agreed that the designated airline(s) of each Contracting Party shall be entitled to operate unlimited third, fourth and fifth freedom traffic rights on the specified routes with no limitations on frequency, capacity and aircraft type.

4. CODESHARING/COOPERATIVE ARRANGEMENTS

In operating or holding out the authorised services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as joint venture, blocked space or codesharing arrangements, with:

- (a) an airline or airlines of either Party; and
- (b) an airline or airlines of a third country,

provided that all airlines in such arrangements:

- (a) should not exercise cabotage rights in the segments between points in the other Party and fifth freedom traffic rights between points in the other Party and points in the territory of the third countries;
- (b) hold the appropriate authority to operate on the routes and segments concerned;
- (c) meet the requirements normally applied to such arrangements; and
- (d) in respect of any ticket sold by it or them, 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.

The Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code shared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:

- (a) orally and, if possible, in writing at the time of booking;
- (b) in written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
- (c) orally again, by the airline's ground staff at all stages of the journey.

The airlines are required to file for approval any proposed cooperative arrangement with the aeronautical authorities of both Contracting Parties before its proposed introduction.

5. COMING INTO FORCE

This MoU shall come into force on the date of its signature.

Signed in Punta Cana, Dominican Republic, on 14 November 2025.

For the Delegation of Malaysia



Mr Mohamad Radzuan bin Mazlan
Undersecretary Aviation
Aviation Division
Ministry of Transport

**For the Delegation of the Republic of
Costa Rica**



Marcos Castillo Masis
General Director
General Directorate of Civil Aviation

Appendix I

DELEGATION OF MALAYSIA

1. **Mr Mohamad Radzuan Mazlan**
Undersecretary Aviation Division
Ministry of Transport
2. **Ms Ivy Goh ap Dzul**
Senior Assistant Secretary
Ministry of Transport
3. **Mr Mohamed Sathik Ali Mohd Meera**
Director Aviation Development
Civil Aviation Authority of Malaysia
4. **Ms Murnihaiza Che Morad**
Malaysia Airlines Group
Senior Manager. ST-Government & Industry Relations
5. **Mr Vinod Krishnan**
AirAsia
Head Regulatory Affairs

DELEGATION OF REPUBLIC OF COSTA RICA

1. **Mr. Marcos Castillo Masis**
General Director
General Directorate of Civil Aviation
Head of Delegation
2. **Cristian Chinchilla Montes**
Chief of Air Transport Unit
General Directorate of Civil Aviation
3. **Ana Patricia Gamboa Venegas**
Air Transport Unit
General Directorate of Civil Aviation

Appendix III

Section 1 Scheduled Air Transportation Routes

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

Routes to be operated by the designated airlines of **Malaysia**:

Points in Malaysia	Intermediate points	Points in the Republic of Costa Rica	Points beyond
Any points	Any points	Any points	Any points

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

Points in the Republic of Costa Rica	Intermediate points	Points in Malaysia	Points beyond
Any points	Any points	Any points	Any points

Section 2 Operation Flexibility

The designated airline of either Party may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that, the service serves a point in the territory of the Party designating the airlines.

