

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AERONAUTICAL AUTHORITIES OF

THE GOVERNMENT OF THE REPUBLIC COSTA RICA

AND

THE GOVERNMENT OF THE HELLENIC REPUBLIC

Delegations representing the Aeronautical Authorities of the Government of Costa Rica and the Government of the Hellenic Republic held discussions in Punta Cana on 11-12 November 2025, during the ICAO Air Services Negotiation Event (ICAN 2025), in order to initial an Air Services Agreement between their respective countries.

The list of the two delegations is attached as **Appendix I**.

The discussions were held in a friendly and cordial atmosphere and both delegations stressed their interest in expanding mutual relations in the field of air transport. The following understanding has been reached:

**1. Air Services Agreement**

The two delegations agreed and duly initialed the text of the Air Services Agreement and its Annex which is attached as **Appendix II**.

The two delegations confirmed that they would recommend to their respective Governments the signature of the Air Services Agreement (hereinafter referred as 'the Agreement') and endeavour to complete the relevant internal legal procedures for its entry into force, in conformity with Article 23. Paragraphs 4 to 7 of Article 13 (Social Aspects), which are put in brackets and italics, will be subject to further internal consultations by the competent Authorities of Costa Rica. In case of the Hellenic Republic its obligations arising from its membership to the European Union shall be respected.

## 2. Route Schedule

The designated airlines of each contracting Party shall have the right to operate on the routes specified in the Annex of the "Agreement", which is depicted as follows:

### Schedule I

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

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Costa Rica	Any Points	Any Points in Greece	Any Points

### Schedule II

Routes to be operated by the designated airlines of the Hellenic Republic:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Greece	Any Points	Any Points in Costa Rica	Any Points

Notes:

1. Intermediate points and points beyond the Contracting Parties may be omitted on any section
2. Intermediate points and points beyond shall be served by the airlines of Contracting Parties without exercise of traffic rights between points in the territory of third countries and points in the territory of the other Contracting Party.
3. The right of the designated airline of the one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and any points in the territory of third

countries (5<sup>th</sup> freedom traffic rights) shall be subject to a separate agreement between the Aeronautical Authorities of the Contracting Parties.

### **3. Designation of Airlines**

Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the routes specified in Route Schedule.

The two sides will, in due course, proceed to the designation of their airlines in accordance with the provisions of Article 3 of the Agreement.

### **4. Capacity and Frequencies**

#### ***4.1. Passenger Services***

Both delegations agreed that the designated airlines of both Contracting Parties shall be entitled to operate unrestricted frequencies, for passenger services on the specified routes as stipulated on the route schedule in par. (2) above, using any type of aircraft for 3rd and 4th freedom traffic rights.

#### ***4.2. All cargo Services***

Both delegations agreed that the designated airlines of both Contracting Parties shall be entitled to operate unrestricted all-cargo services on the specified routes as stipulated on the route schedule in par. (2) above, using any type of aircraft for 3<sup>rd</sup> and 4<sup>th</sup> freedom traffic rights.

### **5. Non-scheduled operations**

The two delegations agreed that the airlines of both Contracting Parties shall have the right to operate non-scheduled services in accordance with the relevant regulations in force in each Contracting Party.

### **6. Code-sharing provision**

In operating or holding out the authorised services on the agreed routes, any designated airline of each Contracting Party may enter into cooperative marketing arrangements such as joint venture, code sharing and blocked-space with:

-  - an airline(s) of the either Contracting Party, and
- an airline(s) of a third country

provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned and meet the requirements normally applied to such arrangements; such as protection and information to passengers for liability, and requirements relating to safety and competition.

Each airline involved in code-sharing arrangements shall make clear to the purchasers 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 contractual relationship.

Each code-sharing frequency operated by the designated airlines of either party will count as (1) frequency, whereas the code sharing services of the marketing carrier will not be counted as frequencies.

Code-sharing arrangements shall be subject to approval of the appropriate authorities before implementation.

## **7. Leasing**

The designated airlines of each contracting party shall be entitled to provide the agreed services using aircraft leased with or without crew from any airline, including from third countries, provided that the participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements, all necessary approvals have been issued before the intended operations and they comply with article 7 and Article 8 of the Agreement. Neither Contracting Party shall require the airlines leasing out their equipment to hold traffic rights under the Agreement. The leasing with crew (wet leasing) of an aircraft of an airline of a third country, by the designated airlines of each Contracting Party, in order to exploit the rights, set out in the Agreement, shall remain exceptional or meet temporary needs, provided that the airline of such third country is not prohibited to operate in the European Union and or/Costa Rica. It shall be submitted for prior approval to competent authorities of both the lessor and the lessee and to the competent authority of the other Contracting Party to where it is intended to operate the wet-leased aircraft.

## **8. Ground Handling**

Subject to the laws and regulations of each contracting Party, including, in the case of the Hellenic Republic, European Union law, each designated airline shall have, in the territory of

the other Contracting Party, the right to perform its own ground handling ("self-handling") or, as 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 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.

#### **9. Entry into force**

The provisions of this Memorandum of Understanding shall enter into force from the date of its signature.

Signed in Punta Cana, Dominican Republic, on 12 November 2025, in two original copies in the English language.

For the Delegation of  
the Government of  
the Republic of Costa Rica

Marcos Castillo Masis  
General Director of the  
General Directorate of Civil Aviation

For the Delegation of  
the Government of  
the Hellenic Republic

Dimitrios Roupakias  
Director of Economic Oversight  
Division  
Hellenic Civil Aviation Authority

## **APPENDIX I**

### **DELEGATION OF THE HELLENIC REPUBLIC**

#### **HEAD OF DELEGATION**

Mr. Dimitrios Roupakias  
Director  
Economic Oversight Division, HCAA

#### **DELEGATES**

Ms. Efstathia Tsiori  
Head  
Bilateral Air Transport Agreements, International  
Affairs & PSOs Section, HCAA

Ms. Chrysi Chantziara  
Bilateral Air Transport Agreements, International  
Affairs & PSOs Section, HCAA

### **DELEGATION OF THE REPUBLIC OF COSTA RICA**

#### **HEAD OF DELEGATION**

Mr. Marcos Castillo Masis  
General Director of the  
General Directorate of Civil Aviation

#### **DELEGATES**

Mr. Cristian Chinchilla Montes  
Chief of Air Transport Unit  
General Directorate of Civil Aviation

Mrs. Ana Patricia Gamboa Venegas  
Air Transport Professional  
General Directorate of Civil Aviation