

No. 24868

**CANADA
and
JAMAICA**

**Agreement on air transport (with annex). Signed at Nassau,
Bahamas, on 18 October 1985**

Authentic texts: English and French.

Registered by Canada on 16 July 1987.

**CANADA
et
JAMAÏQUE**

**Accord de transport aérien (avec annexe). Signé à Nassau
(Bahamas) le 18 octobre 1985**

Textes authentiques : anglais et français.

Enregistré par le Canada le 16 juillet 1987.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF JAMAICA ON AIR TRANSPORT

The Government of Canada and the Government of Jamaica, hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,²

Desiring to conclude an agreement supplementary to the said Convention for the purpose of establishing commercial air services between and beyond their respective territories,

Have agreed as follows:

Article I. For the purpose of this Agreement, unless otherwise stated:

(a) “Aeronautical Authorities” means, in the case of Canada, the Minister of Transport and the Canadian Transport Commission and, in the case of Jamaica, the Minister responsible for Civil Aviation and the Air Transport Licensing Board, or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

(b) “Agreed services” means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

(c) “Agreement” means this Agreement, the Annex attached thereto, and any amendments to the Agreement or to the Annex;

(d) “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

(e) “Designated airline” means an airline which has been designated and authorized in accordance with Articles IV and V of this Agreement;

(f) “Tariffs” 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 other services performed by the carrier in connection with air transportation, but excluding remuneration and conditions for the carriage of mail;

(g) “Territory”, “Air service”, “International Air Service”, “Airline” and “Stop for non-traffic purposes” have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;

(h) “Change of gauge” means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown, in accordance with Article III of this Agreement, by aircraft different in capacity from those used on another section.

¹ Came into force on 18 October 1985 by signature, in accordance with article XXV.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

Article II. 1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airline or airlines designated by the other Contracting Party:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) except as otherwise specified in the Annex, to make stops in the said territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article III. A designated airline of one Contracting Party may make a change of gauge at any point on the specified route only on the following conditions:

- (i) that it is justified by reason of economy of operation;
- (ii) that the aircraft used on the section of the route more distant from the territory of the Contracting Party designating the airline is not larger in capacity than that used on the nearer section;
- (iii) that the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (iv) that there is an adequate volume through traffic;
- (v) that the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made, unless that service is otherwise permitted by the Annex;
- (vi) that in connection with any one aircraft flight into the territory of the other Contracting Party, only one flight may be made out of that territory unless the airline is authorized by the aeronautical authorities of the other Contracting Party to operate more than one flight; and
- (vii) that the provisions of Article XI of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article IV. Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party and to substitute another airline for that previously designated.

Article V. 1. Following receipt of a notice of designation or of substitution pursuant to Article IV of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant without delay to the airline or airlines so designated the appropriate authorizations to operate the agreed services for which that airline has been designated.

2. Upon receipt of such authorizations the airline may begin at any time to operate the agreed services, in whole or in part, provided that the airline complies with the applicable provisions of this Agreement and that tariffs are established in accordance with the provisions of Article XIV of this Agreement.

Article VI. 1. Each Contracting Party shall have the right to withhold the authorizations referred to in Article V of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions, temporarily or permanently:

- (a) in the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention;
- (b) in the event of failure by such airline to comply with the laws and regulations of that Contracting Party;
- (c) in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; and
- (d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the other Contracting Party in conformity with Article XIX of this Agreement.

3. The rights of a Contracting Party under this Article may be exercised either directly or, at its discretion, through its aeronautical authorities.

Article VII. 1. The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline or airlines of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline or airlines of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

3. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article VIII. 1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose

of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the routes specified in the Annex, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article XIX of this Agreement with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article VI(1)(a) of this Agreement; in other cases, Article XXI of this Agreement applies.

Article IX. 1. The Contracting Parties agree to cooperate with each other as necessary with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, airports and air navigation facilities and any other threat to aviation security.

2. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of the other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

3. The Contracting Parties shall act consistently with applicable aviation security provisions established by the International Civil Aviation Organization. Should a Contracting Party depart from such provisions, the other Contracting Party may request consultations with that Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request. Failure to reach a satisfactory agreement will constitute grounds for the application of Article VI of this Agreement.

4. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,¹ the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,² and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971.³

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

Article X. 1. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177.

its control, provided that such charges shall not be higher than the charges imposed for use by its national aircraft engaged in similar international services.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, and where practicable, through the airlines' representative organizations. Reasonable notice should be given to users of any proposals for changes in user charges to enable them to express their views before changes are made.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

Article XI. 1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services on the routes specified in the Annex to this Agreement.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the countries of ultimate destination of the traffic.

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principle that capacity shall be related to:

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

5. Neither Contracting Party may unilaterally impose any restrictions on the designated airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the Annex to this Agreement. In the event that one of the Contracting Parties believes that the operation proposed or conducted by the airline or airlines of the other Contracting Party unduly affects the agreed services provided by its designated airline or airlines, it may without prejudice to the provisions of Article XXI request consultations pursuant to Article XIX of this Agreement.

Article XII. 1. The aeronautical authorities of each Contracting Party shall provide or shall cause their designated airline to provide the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airlines between points on the routes specified in the Annex to this Agreement showing the initial origins and final destinations of the traffic.

2. The details of the methods by which such statistics shall be provided shall be agreed upon between the aeronautical authorities and implemented without delay after a designated airline of one or both Contracting Parties commences operation, in whole or in part, on the agreed services.

Article XIII. 1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated [airline] or airlines of such other Contracting Party operating the agreed services, as well as printed ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

- (a) introduced into the territory of one Contracting Party by or on behalf of the designated airline or airlines of the other Contracting Party;
- (b) retained on board aircraft of the designated airline or airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
- (c) taken on board aircraft of the designated airline or airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline or airlines of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article XIV. 1. The tariffs to be applied by the designated airline or airlines of one Contracting Party for carriage on agreed services to or from the

territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines on the same routes.

2. The designated airlines of the Contracting Parties shall consult and endeavour to reach agreement, whenever possible, on the tariffs referred to in paragraph 1 of this Article; such agreement shall be reached, whenever possible, through the international tariff coordination mechanisms of the International Air Transport Association.

3. The tariffs referred to in paragraph 1 of this Article shall be filed with the aeronautical authorities of both Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities. If within fifteen (15) days from the date of receipt the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be accepted or approved and shall come into effect on the date stated in the proposed tariff. In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than fifteen (15) days. When the reason for an increase in tariffs is related solely to cost increases beyond the control of the airlines such as increased fuel costs or user charges, every effort shall be made by the aeronautical authorities to provide for a shorter period than thirty (30) days.

4. If during the period applicable in accordance with paragraph 3 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves within twenty-five (25) days.

5. Except as provided in paragraph 6 of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have given notice of dissatisfaction in accordance with the provisions of paragraph 3 of this Article.

6. Notwithstanding paragraph 5 of this Article, passenger tariffs filed in accordance with paragraph 3 of this Article shall be permitted to come into effect on the date proposed, unless both aeronautical authorities or Contracting Parties agree otherwise, provided that the said tariffs are:

(a) at least seventy (70) percent but not more than one hundred and fifteen (115) percent of the reference fare in effect on the date the tariff is received,

(b) at least forty (40) percent but not more than seventy (70) percent of the said reference fare and are subject to

- (i) minimum conditions of fourteen (14) days' advance booking and first Sunday minimum stay, or
- (ii) mandatory ground package, or
- (iii) such other travel conditions as may from time to time be agreed upon between the aeronautical authorities, or

(c) first class, premium class tariffs or contract bulk inclusive tour (CBIT) tariffs.

7. For the purpose of paragraph 6 of this Article, the "reference fare" shall be the lowest publicly available unrestricted fare expressed in the currencies of

both Contracting Parties for each Canada-Jamaica city pair named in the Agreement in effect on the date of signature of the Agreement. The reference fare for each Canada-Jamaica city pair shall subsequently be revised automatically effective January 1, April 1, July 1 and October 1 of each year. The revised reference fare shall be determined by multiplying the lowest publicly available unrestricted fares over the previous twelve months by the number of days each such fare was in effect and dividing the result by the total number of days in the twelve month period, rounded to the nearest dollar. The provisions of this paragraph shall apply unless the aeronautical authorities of both Contracting Parties otherwise agree.

8. The designated airline or airlines of each Contracting Party shall have the right to match, on a timely basis, on routes between the territories of the Contracting Parties, any publicly available tariff on scheduled or charter services, on a basis which would not necessarily be identical but would be broadly equivalent. In such cases, tariffs shall be filed on not less than one day's notice.

9. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article or of Article XXI of this Agreement.

10. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that (a) the tariffs charged and collected conform to the tariffs accepted or approved by both aeronautical authorities and (b) no airline rebates any portion of such tariffs by any means.

Article XV. 1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion through its agents. Each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion, but subject to national laws and regulations of that territory, in freely convertible currencies of other countries and any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each designated airline shall have the right to convert and remit to its country on demand funds obtained in the normal course of its operations subject to respective foreign exchange currency regulations applicable to all countries in like circumstances. Conversion and remittance shall be permitted without restrictions at the foreign exchange market rates for current payments prevailing at the time of submission of the request for transfer and shall not be subject to any charges except normal service charges collected by banks for such transactions.

Article XVI. Income or profits from the operation of aircraft in international traffic derived by a designated airline, which is resident for purposes of income taxation in the territory of one Contracting Party shall, on the basis of reciprocity, be exempt from any income tax and all other taxes on profits imposed by the government of the other Contracting Party.

Article XVII. 1. The designated airline or airlines of one Contracting Party shall be allowed, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party and on the basis of reciprocity, to bring in and maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in support of the provision of the agreed services.

2. These staff requirements may, at the option of the designated airline or airlines, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. Both Contracting Parties shall use their best efforts to dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties except in special circumstances determined by the national authorities concerned. Where such permits, visas or documents are required, they shall be issued promptly free of charge so as not to delay the entry into the State of the personnel concerned.

Article XVIII. 1. The provisions set out in Articles VIII, IX, XII and XIX of this Agreement shall be applicable also to charter flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.

2. The provisions of paragraph 1 of this Article shall not affect national laws and regulations governing the right of air carriers to operate charter flights or the conduct of air carriers or other parties involved in the organization of such operations.

Article XIX. 1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

Article XX. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

Article XXI. 1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. Each of the Contracting Parties shall nominate

an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases the third arbitrator shall be a national of a third State and shall act as President of the Tribunal.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

5. If and so long as either Contracting Party fails to comply with any decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

Article XXII. Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article XXIII. This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article XXIV. This Agreement shall be amended by an Exchange of Notes so as to conform with any multilateral Convention or Agreement which may become binding on both Contracting Parties.

Article XXV. This Agreement supersedes any Agreements in force between the Contracting Parties in relation to air services between and beyond their respective territories and shall come into force on the date of signature.

ANNEX

SCHEDULE OF ROUTES

Section I

The following routes may be operated by the airline or airlines designated by the Government of Jamaica:

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destinations in Canada</i>
1. Any point or points in Jamaica	Cayman Islands Bahama Islands Philadelphia	Toronto
2. Any point or points in Jamaica	Cayman Islands Bahama Islands 3 points in the USA, east of and including Chicago, to be named by Jamaica	Montreal
3. Any point or points in Jamaica	1 point in the USA to be named by Jamaica	One point west of Ontario, to be named by Jamaica

NOTES:

1. Any intermediate point may be omitted on any flight. Points may be served in any order providing all services commence or terminate in Jamaica.

2. On route 3, fifth freedom rights shall be available at any one point in the USA named by Jamaica, excluding Chicago, New York, Los Angeles, San Francisco, Denver, Reno, Las Vegas, Dallas, Atlanta, Miami and Washington, D.C. In-transit rights may be exercised at two additional intermediate points in the USA, to be named by Jamaica without restriction, for the purpose of comingling traffic between Jamaica and the USA with traffic between Jamaica and Canada.

3. Points named by Jamaica may be changed every 6 months on 60 days' notice to the aeronautical authorities of Canada.

4. Services to Montreal, Toronto and/or the point west of Ontario may be combined on the same flight. On any flight which combines service at Montreal with service at Toronto, fifth freedom rights may be exercised only at the points specified on route 1. On any flight which combines service at Toronto, or at both Toronto and Montreal, with service at a point in Western Canada, fifth freedom rights may be exercised only at Philadelphia. On any flight which combines service at Montreal with service at a point west of Ontario but does not include service at Toronto, fifth freedom rights may be exercised only at one intermediate point in the USA not excluded on route 3.

5. In-transit rights only shall be available on services between points in the Bahama Islands and Canada for the purpose of comingling traffic between Jamaica and the Bahama Islands with traffic between Jamaica and Canada.

ANNEX

SCHEDULE OF ROUTES

Section II

The following routes may be operated by the airline or airlines designated by the Government of Canada:

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destinations in Jamaica</i>	<i>Points beyond</i>
Any point or points in Canada	Cayman Islands, Bahama Islands, Cuba	Kingston Montego Bay	Points in the Carib- bean and in South America to be named by Canada

NOTES:

1. Any intermediate or beyond point may be omitted on any flight. Points may be served in any order provided services originate or terminate in Canada.
2. Beyond points named by Canada may be changed every six months on sixty days' notice to the aeronautical authorities of Jamaica.
3. In-transit rights only shall be available between the Bahama Islands, Cuba and destinations in Jamaica for the purpose of comingling traffic between Canada and Jamaica with traffic between Canada and the Bahama Islands and with traffic between Canada and Cuba.

[For the testimonium and signatures, see p. 240 of this volume.]

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Nassau, the Bahamas, on this eighteenth day of October, 1985, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Nassau, les Bahamas, le dix-huitième jour d'octobre, 1985, en français et en anglais, chaque version faisant également foi.

[Signed — Signé]

BRIAN MULRONEY
For the Government of Canada
Pour le Gouvernement du Canada

[Signed — Signé]

EDWARD SEAGA
For the Government of Jamaica
Pour le Gouvernement de la Jamaïque
