

**No. 53343\***

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**Canada  
and  
Guyana**

**Agreement between the Government of Canada and the Government of the Co-operative Republic of Guyana on air transport (with annex). Georgetown, 30 May 2005**

**Entry into force:** *30 May 2005 by signature, in accordance with article XXVI*

**Authentic texts:** *English and French*

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**Canada  
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**Accord sur le transport aérien entre le Gouvernement du Canada et le Gouvernement de la République coopérative de Guyana (avec annexe). Georgetown, 30 mai 2005**

**Entrée en vigueur :** *30 mai 2005 par signature, conformément à l'article XXVI*

**Textes authentiques :** *anglais et français*

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**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF CANADA**  
**AND**  
**THE GOVERNMENT OF THE CO-OPERATIVE**  
**REPUBLIC OF GUYANA**  
**ON AIR TRANSPORT**

**APPENDIX B**

**AGREEMENT BETWEEN THE GOVERNMENT OF CANADA  
AND THE GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA  
ON AIR TRANSPORT**

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**AGREEMENT BETWEEN THE GOVERNMENT OF CANADA  
AND THE GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA  
ON AIR TRANSPORT**

The Government of Canada and the Government of the Co-operative Republic of Guyana 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,

Desiring to ensure the highest degree of safety and security in international air transportation,

Recognizing the importance of international air transportation in promoting trade, tourism and investment,

Desiring to promote their interests in respect of international air transportation,

Desiring to conclude an agreement on air transport, supplementary to the said Convention,

Have agreed as follows:

**ARTICLE I**  
(Definitions)

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 Transportation Agency and, in the case of Guyana, the Guyana Civil Aviation Authority or, in both cases, any other authority or person empowered to perform the functions exercised by the said authorities;
- (b) "Agreed services" means scheduled air services on the routes specified in this Agreement for the transport of passengers and cargo, including mail, separately or in combination;
- (c) "Agreement" means this Agreement, any Annex attached thereto, and any amendments to the Agreement or to any Annex;
- (d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- (e) "Designated airline" means an airline which has been designated and authorized in accordance with Articles III and IV of this Agreement;
- (f) "Territory", "Air services", "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.

**ARTICLE II**  
(Grant of Rights)

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 that other Contracting Party:
  - (a) the right to fly without landing across its territory;
  - (b) the right to land in its territory for non-traffic purposes; and
  - (c) to the extent permitted in this Agreement, the right to make stops in its territory on the routes specified in this Agreement for the purpose of taking up and discharging international traffic in passengers and cargo, including mail, separately or in combination.

2. The airlines of each Contracting Party, other than those designated under Article III of this Agreement, shall also enjoy the rights specified in paragraphs 1(a) and (b) of this Article.

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

**ARTICLE III**  
(Designation)

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 this Agreement for that Contracting Party and to withdraw a designation or to substitute another airline for one previously designated.

**ARTICLE IV**  
(Authorization)

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

2. Upon receipt of such authorizations, the designated airline may begin at any time to operate the agreed services, in whole or in part, provided that the airline complies with the provisions of this Agreement.

**ARTICLE V**  
(Withholding, Revocation and Limitation of Authorization)

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article IV of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:

- (a) in the event of failure by such airline to qualify under the laws and regulations normally applied by the aeronautical authorities of the Contracting Party granting the rights;
- (b) in the event of failure by such airline to comply with the laws and regulations of the Contracting Party granting the rights;

- (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 its nationals; and
- (d) in the event 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 or unless safety or security requires action in accordance with the provisions of Articles VII or VIII, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article XX of this Agreement.

#### **ARTICLE VI** (Application of Laws)

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 relating to the admission to, remaining in, or departure from its territory of passengers, crew members and cargo including mail (such as regulations relating to entry, clearance, transit, aviation security, 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 such passengers, crew members and cargo including mail, upon transit of, admission to, departure from and while within the said territory. In the application of such laws and regulations, a Contracting Party shall, under similar circumstances, accord to the designated airline or airlines of the other Contracting Party treatment no less favourable than that accorded to its own or any other airline engaged in similar international air services.

#### **ARTICLE VII** (Safety Standards, Certificates and Licences)

1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by the aeronautical authorities of one Contracting Party and still in force, shall be recognized as valid by the aeronautical authorities of the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. The aeronautical authorities of each Contracting Party reserve 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 used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities in conformity with Article XX of this Agreement with a view to clarifying the practice in question.

3. Consultations concerning the safety standards and requirements maintained and administered by the aeronautical authorities of the other Contracting Party relating to aeronautical facilities, crew members, aircraft, and operation of the designated airlines shall be held within fifteen (15) days of receipt of a request from either Contracting Party, or such other period as may be agreed. If, following such consultations, the aeronautical authorities of one Contracting Party find that the aeronautical authorities of the other Contracting Party do not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards which may be established pursuant to the Convention, the aeronautical authorities of the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days, or such other period as may be agreed, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Contracting Party.

4. Pursuant to Article 16 of the Convention, any aircraft operated by, or on behalf of, the airline or airlines of one Contracting Party, may, while within the territory of the other Contracting Party, be the subject of an examination by the aeronautical authorities of the other Contracting Party, on board and around the aircraft to verify the validity of the relevant aircraft documents and those of its crew members and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided such ramp inspection does not cause an unreasonable delay in the operation of the aircraft.

5. If the aeronautical authorities of one Contracting Party, after carrying out a ramp inspection, find that:

- a) an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; and/or
- b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the aeronautical authorities of that Contracting Party may, for the purposes of Article 33 of the Convention and at their discretion, determine that the requirements under which the certificates or licences in respect of that aircraft or its crew members had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention. This same determination may be made in the case of denial of access for ramp inspection.

6. The aeronautical authorities of each Contracting Party shall have the right, without consultation, to withhold, revoke, suspend or impose conditions on the authorizations of an airline or airlines of the other Contracting Party in the event the aeronautical authorities of the first Contracting Party conclude that immediate action is essential to the safety of airline operations.

7. Any action by the aeronautical authorities of one Contracting Party in accordance with paragraphs 3 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

#### **ARTICLE VIII** (Aviation Security)

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular 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, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew members, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions. Accordingly, each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

5. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew members, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding and loading.

6. Each Contracting Party shall, as far as may be practicable, meet any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. Each Contracting Party shall have the right, within sixty (60) days following notice (or such shorter period as may be agreed between the aeronautical authorities), for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew members, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and taking other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time.

#### **ARTICLE IX** **(Use of Airports and Aviation Facilities)**

1. Airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in the territory of one Contracting Party shall be available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made.

2. The setting and collection of fees and charges imposed in the territory of one Contracting Party on an airline of the other Contracting Party for the use of airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services shall be just and reasonable. Any such fees and charges shall be assessed on an airline of the other Contracting Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the fees or charges are imposed.

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

#### **ARTICLE X** (Capacity)

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airline or 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 routes.

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 and cargo, including 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 and cargo, including 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. Capacity to be provided on the agreed services in excess of the entitlements set out in this Agreement may from time to time be agreed between the designated airlines of the Contracting Parties, subject to the approval (expressly or tacitly) of the aeronautical authorities of both Contracting Parties. In the absence of agreement between the designated airlines, the aeronautical authorities may consult and endeavour to reach agreement on capacity.

6. Increases to capacity established in accordance with the provisions of paragraph 5 of this Article shall not constitute a change in capacity entitlements. Any change to capacity entitlements shall be agreed between the Contracting Parties.

#### **ARTICLE XI** (Statistics)

1. The aeronautical authorities of each Contracting Party shall provide, or shall cause their designated airlines 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 statistics showing the initial origins and final destinations of the traffic.

2. The aeronautical authorities of both Contracting Parties shall maintain close contact with respect to the implementation of paragraph 1 of this Article including procedures for the provision of statistical information.

#### **ARTICLE XII** (Customs Duties and Other Charges)

1. Each Contracting Party shall, to the fullest extent possible under its national law and on a basis of reciprocity, exempt the designated airline or airlines of the other Contracting Party 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 that airline as well as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that 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 a designated airline of the other Contracting Party;
- (b) retained on board aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; and
- (c) taken on board aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party;

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 a designated airline 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.

4. Baggage and cargo in direct transit across the territory of either Contracting Party shall be exempt from customs duties and other similar charges.

### **ARTICLE XIII** (Tariffs)

#### **Definitions**

1. For purposes of this Article,
  - a) "Price" means any fare, rate or charge contained in tariffs (including frequent flyer plans or other benefits provided in association with air transportation) for the carriage of passengers (including their baggage) and/or cargo (excluding mail) on scheduled air services and the conditions directly governing the availability or applicability of such fare, rate or charge but excluding general terms and conditions of carriage;
  - b) "General Terms and Conditions of Carriage" means those terms and conditions contained in tariffs which are broadly applicable to air transportation and not directly related to any price; and
  - c) the term "match" means the continuation or introduction, on a timely basis, of an identical or similar (but not lower) price.

#### **Factors in Determining Prices**

2. Prices for carriage by the designated airline or airlines of one Contracting Party 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 the interests of users, cost of operation, characteristics of service, reasonable profit, prices of other airlines and other commercial considerations in the marketplace.

#### **Development/Justification of Prices**

3. The prices referred to in paragraph 2 of this Article may be developed individually or, at the option of the designated airline or airlines, through coordination with each other or with other airlines. A designated airline shall be responsible only to its own aeronautical authorities for the justification of its prices.

#### **Filing of Prices Between the Contracting Parties**

4. Each Contracting Party may require the filing with its aeronautical authorities by the designated airline or airlines of their prices for carriage between the territories of the Contracting Parties. Such filing, if required, shall be received by the aeronautical authorities at least one day before the proposed effective date. A designated airline which has established a price individually shall, at the time of filing, ensure that the filed price is accessible to other designated airlines.

**Approval/Acceptance of Prices Between the Contracting Parties**

5. If the aeronautical authorities of one Contracting Party are dissatisfied with an existing or proposed price for carriage between the territories of the Contracting Parties, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airline(s) concerned. The aeronautical authorities receiving the notice of dissatisfaction shall advise the other aeronautical authorities within ten (10) days of receipt of the notice, as to whether they also are dissatisfied with the price, in which case the price shall not come into effect or remain in effect.

**Filing of Prices Between Other C.P. and 3rd Country**

6. A designated airline of one Contracting Party may be required by the other Contracting Party to file prices for carriage between the territory of the other Contracting Party and third countries. Such filing, if required, shall be received at least thirty (30) days before the proposed effective date unless a longer period of notice is required for the airlines operating third and fourth freedom services in that specific market, in which case the latter shall apply.

**Approval/Acceptance of Prices Between Other C.P. and 3rd Country**

7. If within fifteen (15) days from the date of receipt of a price proposed by a designated airline of one Contracting Party for carriage between the other Contracting Party and a third country, the aeronautical authorities of the other Contracting Party have not notified the designated airline(s) concerned of their dissatisfaction, such price shall be considered to be accepted or approved and shall be permitted to come into effect on the date proposed. Such acceptance or approval may subsequently be withdrawn on at least thirty (30) days notice to the designated airline(s) concerned in the case of an agreed service and fifteen (15) days otherwise, and the price shall cease to be applied at the end of the applicable notice period.

8. A price for carriage by a designated airline of one Contracting Party between the territory of the other Contracting Party and a third country shall not be lower than the lowest publicly available lawful price for scheduled international air services by the airline(s) of the other Contracting Party in that market, unless otherwise authorized by the aeronautical authorities of that other Contracting Party.

9. Any designated airline of one Contracting Party shall have the right to match any publicly available lawful price on scheduled services between the territory of the other Contracting Party and any third country. The aeronautical authorities of the other Contracting Party may require the designated airline proposing the price to provide satisfactory evidence of the availability of the price being matched and of the consistency of matching with the requirements of this Article. A price introduced for matching purposes shall remain in effect only for the period of availability of the price being matched.

**Discussions between Aeronautical Authorities**

10. The aeronautical authorities of either Contracting Party may request discussions on prices at any time. Such discussions, which may be conducted orally or in writing, shall be held within fifteen (15) days of receipt of the request, unless otherwise agreed between the aeronautical authorities. The aeronautical authorities shall cooperate in securing information necessary for consideration of a price. If agreement is reached as a result of discussions, the aeronautical authorities of the Contracting Parties shall put that agreement into effect.

**General Terms and Conditions of Carriage**

11. Each Contracting Party may require the designated airlines to file their respective general terms and conditions of carriage with the aeronautical authorities at least thirty (30) days before the proposed effective date or such lesser period as may be permitted by the

aeronautical authorities. Acceptance or approval of such terms and conditions shall be subject to national laws and regulations. The aeronautical authorities of either Contracting Party may at any time withdraw such acceptance or approval upon not less than fifteen (15) days notice to the designated airlines concerned and the term or condition shall cease to have any force or effect thereafter.

**ARTICLE XIV**  
(Sales and Transfer of Funds)

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, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

2. Each designated airline shall have the right to convert and remit abroad, on demand, funds obtained in the normal course of its operations. 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 XV**  
(Taxation)

1. Profits or income from the operation of aircraft in international traffic derived by an airline of one Contracting Party, including participation in inter-airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income imposed by the Government of the other Contracting Party.

2. Capital and assets of an airline of one Contracting Party relating to the operation of aircraft in international traffic shall be exempt from all taxes on capital and assets imposed by the Government of the other Contracting Party.

3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft which are received by an airline of one Contracting Party shall be exempt from any tax on gains imposed by the Government of the other Contracting Party.

4. In this Article:

(a) the term "profits or income" includes gross receipts and revenues derived directly from the operation of aircraft in international traffic, including:

i) the charter or rental of aircraft;

- ii) the sale of air transportation, either for the airline itself or for any other airline; and
  - iii) interest from earnings, provided that such earnings are related to the operation of aircraft in international traffic;
- (b) the term "international traffic" means the transportation of persons and/or cargo, including mail, except when such transportation is solely between points in the territory of one Contracting Party; and
- (c) the term "airline of one Contracting Party" means [in the case of Guyana, an airline incorporated in and having its principle place of business in Guyana,] and, in the case of Canada, an airline resident in Canada for purposes of income taxation.

#### ARTICLE XVI

##### (Airline Representatives)

1. The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
2. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, 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 for other airlines.
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:
  - (a) each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and
  - (b) both Contracting Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

**ARTICLE XVII**  
(Ground Handling)

1. The designated airline or airlines of one Contracting Party shall be permitted, on the basis of reciprocity, to perform its own ground handling in the territory of the other Contracting Party and, at its option, to have ground handling services provided in whole or in part by any agent authorized by the competent authorities of the other Contracting Party to provide such services.
2. The designated airline or airlines of one Contracting Party shall also have the right to provide ground handling services for other airlines operating at the same airport in the territory of the other Contracting Party.
3. The exercise of the rights set forth in paragraphs 1 and 2 of this Article shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any constraints shall be applied uniformly and on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the constraints are imposed.

**ARTICLE XVIII**  
(Smoking Ban)

1. Each Contracting Party shall prohibit or cause their airlines to prohibit smoking on all flights carrying passengers operated by its airlines between the territories of the Contracting Parties. This prohibition shall apply to all locations within the aircraft and shall be in effect from the time an aircraft commences enplanement of passengers to the time deplanement of passengers is completed.
2. Each Contracting Party shall take all measures that it considers reasonable to secure compliance by its airlines and by their passengers and crew members with the provisions of this Article, including the imposition of appropriate penalties for non-compliance.

**ARTICLE XIX**  
(Applicability to Non-scheduled Flights)

1. The provisions set out in Articles VI (Application of Laws), VII (Safety Standards, Certificates and Licences), VIII (Aviation Security), IX (Use of Airports and Aviation Facilities), XI (Statistics), XII (Customs Duties and Other Charges), XIV (Sales and Transfer of Funds), XV (Taxation), XVI (Airline Representatives), XVII (Ground Handling), XVIII (Smoking Ban) and XX (Consultations) of this Agreement shall be applicable to non-scheduled 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 authorization of non-scheduled flights or the conduct of air carriers or other parties involved in the organization of such operations.

**ARTICLE XX**  
(Consultations)

1. Either Contracting Party may request consultations on the implementation, interpretation, application or amendment of this Agreement. 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 receipt of a written request, unless otherwise agreed by the Contracting Parties.
2. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties may hold discussions with each other from time to time with a view to ensuring the proper implementation of, and satisfactory compliance with, the provisions of this Agreement. Such discussions 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 XXI**  
(Modification of Agreement)

Any modification to this Agreement agreed pursuant to consultations held in conformity with Article XX of this Agreement shall come into force definitively when it has been confirmed by an exchange of diplomatic notes.

**ARTICLE XXII**  
(Settlement of Disputes)

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 consultations held in conformity with Article XX of this Agreement.
2. If the dispute is not resolved by consultations, the Contracting Parties 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. If the President is of the same nationality as one of the Contracting Parties, the most senior vice-president who is not disqualified on that ground, shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

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 XXIII** (Termination)

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 an 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 XXIV** (Registration with ICAO)

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

#### **ARTICLE XXV** (Multilateral Conventions)

If both Contracting Parties become parties to a multilateral air convention that addresses matters covered in this Agreement, the provisions of the multilateral air convention shall prevail to the extent required to resolve any conflict with the provisions of this Agreement.

**ARTICLE XXVI**  
(Entry into Force)

1. This Agreement shall enter into force on the date of signature.
2. This Agreement shall, upon entry into force, supersede the Agreement between the Government of Canada and the Government of the United Kingdom for Air Services between and beyond their Respective Territories signed at Ottawa August 19, 1949, effective August 19, 1949.

**ARTICLE XXVII**  
(Titles)

Titles used in this Agreement are for reference purposes only.

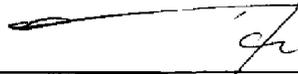
IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in four copies at Georgetown, Guyana, on this 30th day of May, 2005 in the English and French languages, each version being equally authentic.



His Excellency Bruno Picard  
High Commissioner for Canada

For the Government of Canada



The Honourable Carl Anthony Xavier  
Minister of Transport and Hydraulics

For the Government of the Co-Operative Republic  
of Guyana

**ANNEX I**  
**ROUTE SCHEDULE**

**SECTION A**

The following route(s) may be operated in either or both directions by an airline or airlines designated by the Government of Canada:

<b><u>POINTS IN CANADA</u></b>	<b><u>INTERMEDIATE POINTS</u></b>	<b><u>POINTS IN GUYANA</u></b>	<b><u>POINTS BEYOND</u></b>
Any point or points	Any point or points	Georgetown	Any point or points

**Notes:**

1. Each designated airline may, on any or all flights and at its option, omit stops at any point or points provided that services originate or terminate in Canada.
2. Transit and own stopover rights shall be available at Intermediate Points and at Georgetown.
3. For the purposes of Article X (Capacity), Canada shall be entitled to allocate the following capacity between its designated airlines:
  - i) up to a total of four (4) flights per week in each direction for passenger or passenger/combination services; and
  - ii) up to a total of three (3) flights per week in each direction for all-cargo services.
4. For passenger or passenger/combination services, fifth freedom rights shall be available at one (1) point in the Americas\*, which may be used as an Intermediate Point or Point Beyond, or both. Fifth freedom traffic shall be limited to no more than 50 percent of the seat capacity of the aircraft on each flight.
5. For all-cargo services, fifth freedom rights shall be available at two (2) points in the Americas\*, which may be used as Intermediate Points or Points Beyond, or both. No more than one (1) of these points may be in the United States of America.
6. The aeronautical authorities of Guyana shall be notified of points to be served with fifth freedom rights at least ninety (90) days in advance or such lesser period as may be authorized by the aeronautical authorities of Guyana. Each of the points may be changed on ninety (90) days' notice to the aeronautical authorities of Guyana or such lesser period as may be authorized by the aeronautical authorities of Guyana.

7. **The designated airline(s) of Canada may, at any points on the specified route and at its option, transfer traffic between its own aircraft, provided all such operations are conducted in conformity with the capacity provisions of this Agreement.**
  
- \* **It is understood that the Americas include North, Central, and South America, as well as the Caribbean.**

**SECTION B**

The following route(s) may be operated in either or both directions by an airline or airlines designated by the Government of the Co-operative Republic of Guyana:

<b><u>POINTS IN GUYANA</u></b>	<b><u>INTERMEDIATE POINTS</u></b>	<b><u>POINTS IN CANADA</u></b>	<b><u>POINTS BEYOND</u></b>
Any point or points	Any point or points	Hamilton	Any point or points

**Notes:**

1. Each designated airline may, on any or all flights and at its option, omit stops at any point or points provided that services originate or terminate in Guyana.
2. Transit and own stopover rights shall be available at **Intermediate Points** and at **Hamilton**.
3. For the purposes of Article X (Capacity), Guyana shall be entitled to allocate the following capacity between its designated airlines:
  - i) up to a total of four (4) flights per week in each direction for passenger or passenger/combination services; and
  - ii) up to a total of three (3) flights per week in each direction for all-cargo services.
4. For passenger or passenger/combination services, fifth freedom rights shall be available at one (1) point in the Americas\*, which may be used as an **Intermediate Point** or **Point Beyond**, or both. Fifth freedom traffic shall be limited to no more than 50 percent of the seat capacity of the aircraft on each flight.
5. For all-cargo services, fifth freedom rights shall be available at two (2) points in the Americas\*, which may be used as **Intermediate Points** or **Points Beyond**, or both. No more than one (1) of these points may be in the United States of America.
6. The aeronautical authorities of Canada shall be notified of points to be served with fifth freedom rights at least ninety (90) days in advance or such lesser period as may be authorized by the aeronautical authorities of Canada. Each of the points may be changed on ninety (90) days' notice to the aeronautical authorities of Canada or such lesser period as may be authorized by the aeronautical authorities of Canada.

7. The designated airline(s) of Guyana may, at any points on the specified route and at its option, transfer traffic between its own aircraft, provided all such operations are conducted in conformity with the capacity provisions of this Agreement.
- \* It is understood that the Americas include North, Central, and South America, as well as the Caribbean.