

**AIR SERVICES AGREEMENT BETWEEN THE UNITED MEXICAN STATES
AND THE KINGDOM OF THE NETHERLANDS,
IN RESPECT OF CURAÇAO**

The United Mexican States and the Kingdom of the Netherlands, in respect of Curaçao, hereinafter "the Parties";

BEING parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

DESIRING to contribute to the progress of regional and international civil aviation;

DESIRING to promote an international aviation system based on competition among Airlines in the marketplace;

DESIRING to conclude an agreement for the purpose of establishing and operating Air Services between and beyond their respective Territories;

DESIRING to ensure the highest level of safety and security in International Air Services;

Have agreed as follows:

ARTICLE 1

Definitions

For the purpose of this Agreement, unless otherwise defined, the term:

1. "Aeronautical Authorities" means, in the case of the United Mexican States, the Secretariat of Communications and Transport, through the Federal Agency of Civil Aviation; in the case of the Kingdom of the Netherlands, in respect of Curaçao, the Minister responsible for Civil Aviation; or, in both cases, any person or body authorized to perform the functions at present exercised by said authorities;
2. "Agreed Services" means Air Services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;

3. "Agreement" means this Agreement, its Annex, and any amendments thereto;
4. "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;
5. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or been ratified by both Parties;
6. "Designated Airline" means an Airline or Airlines designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
7. "Price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in Air Services including any other mode of transportation in connection therewith charged by Airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
8. "Territory" in relation to a Party has the meaning assigned to it in Article 2 of the Convention;
9. "User Charge" means a charge imposed on Airlines for the provision of airport, air navigation or aviation security facilities or services including related services and facilities.

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of Air Services by the Designated Airlines of the other Party:
 - a) the right to fly across its Territory without landing;
 - b) the right to make Stops for non-traffic purposes in its Territory; and
 - c) the rights otherwise specified in this Agreement.

2. The Airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement shall also enjoy the rights specified in paragraphs 1 a) and b) of this Article.

3. Nothing in this Agreement shall be deemed to confer on the Airline or Airlines of one Party the right to take on board in the Territory of the other Party, passengers, cargo or mail, separately or in combination, carried for remuneration or hire and destined for another point in the Territory of that other Party.

4. The exercise of fifth freedom traffic rights shall be subject to approval between the Aeronautical Authorities of both Parties and may be agreed upon in an arrangement.

5. The Designated Airlines of each Party shall have seventh freedom traffic rights on all-cargo services.

ARTICLE 3

Designation and Authorization

1. Each Party shall have the right to designate, by written notification sent to the other Party through diplomatic channels, one or more Airlines to operate the Agreed Services in accordance with this Agreement, and to withdraw or alter such designation.

2. Upon receipt of such a designation, and of applications from the Designated Airline, in the form and manner prescribed for operating authorizations, the other Party shall grant the appropriate authorizations with minimum procedural delay, provided that:

- a) the Designated Airline is under the effective regulatory control of the designating Party;

- b) the Designated Airline has its principal place of business in the Territory of the designating Party;
- c) the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of International Air Services by the Party considering the application or applications; and
- d) the Party designating the Airline is maintaining and administering the standards set forth in Article 13 (Safety) and Article 14 (Aviation Security) of this Agreement.

3. Upon receipt of the operating authorization referred to in paragraph 2 of this Article, the Designated Airline may at any time begin to operate the Agreed Services, in part or in whole, provided that it complies with the provisions of this Agreement.

ARTICLE 4

Revocation of Authorization

1. Either Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an Airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently, in the event that the Designated Airline fails to comply with the provisions of paragraph 2 of Article 3 (Designation and Authorization), and of Article 12 (Application of Laws) of this Agreement.

2. Unless immediate action is essential to prevent further non-compliance with the conditions referred to in paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations between the Aeronautical Authorities in conformity with Article 17 (Consultations) of this Agreement.

ARTICLE 5

Commercial Activities

1. The Designated Airlines of each Party shall have the right to establish offices in the Territory of the other Party for the promotion and sale of Air Services.

2. Each Party shall permit the Designated Airlines of the other Party to:

- a) bring into and maintain in its Territory employees who perform managerial, commercial, technical, operational and other specialist duties which are required for the provision of Air Services, consistent with the laws and regulations of the receiving State concerning entry, residence and employment; and
- b) use the services and personnel of any other organization, company or Airline operating in its Territory and authorized to provide such services.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations each Party shall:

- a) 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 2 of this Article; and
- b) facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties.

4. The Designated Airlines shall be permitted to perform their own ground-handling services ("self-handling") in the Territory of the other Party or, at their option, select among competing agents for such services in whole or in part, except where this is demonstrably impractical and also where constrained by relevant safety and security considerations, and, with the exception of self-handling, by the scale of airport operations being too small to sustain competitive providers. Where such considerations preclude self-handling, ground-handling services shall be available on an equal basis to all Airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.

5. The Designated Airlines may engage in the sale of Air Services in the Territory of the other Party directly and, at the Designated Airlines' discretion, through its agents. Designated Airlines shall have the right to sell such Air Services, in local currency or in any freely usable currencies.

6. Each Designated Airline shall be permitted to pay for local expenses, including purchases of fuel, in the Territory of the other Party in local currency. At their discretion, the Designated Airlines of each Party may pay for such expenses in the Territory of the other Party in any freely usable currencies according to local currency regulation.

7. In operating or holding out the Agreed Services on the specified routes, the Designated Airlines may enter into co-operative marketing arrangements, such as blocked-space, code-sharing, joint ventures or leasing arrangements, with

- a) an Airline or Airlines of either Party; and
- b) an Airline or Airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the Airlines of the other Party and other Airlines on services to, from and via such a third country,

provided that all Designated Airlines in such arrangements (1) hold the appropriate authority and (2) meet the requirements normally applied to such arrangements.

ARTICLE 6

User Charges

1. User Charges that may be imposed by the competent charging authorities or bodies of each Party on the Designated Airlines of the other Party shall be just, reasonable, non-discriminatory, and equitably apportioned among categories of users. In any event, any such User Charges shall be assessed on the Designated Airlines of the other Party on terms not less favorable than the most favorable terms available to other Designated Airlines at the time the charges are assessed.

2. User Charges imposed on the Designated Airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its Territory and the Designated Airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the Designated Airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the User Charges in accordance with the principles of paragraph 1 and 2 of this Article. Each Party shall encourage the competent charging authorities or bodies to provide users with reasonable notice of any proposal for changes in User Charges to enable users to express their views before changes are made.

4. Neither Party shall be held in dispute settlement procedures pursuant to Article 18 (Settlement of Disputes) of this Agreement to be in breach of a provision of this Article, unless (1) it fails to undertake a review of the User Charge or practice that is the subject of complaint by the other Party within a reasonable period of time; or (2) following such a review it fails to take all steps within its power to remedy any User Charge or practice that is not consistent with this Article.

ARTICLE 7

Fair Competition

1. Each Party shall allow a fair and equal opportunity for each Designated Airline to compete in providing the International Air Services governed by this Agreement.

2. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the Designated Airlines of the other Party.

3. Each Party shall allow Designated Airlines of the other Party to determine the frequency and capacity of the Agreed Services it offers based on the Airline's commercial considerations in the marketplace. Therefore, neither Party shall impose on the Designated Airline of the other Party any requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the Designated Airline of the other Party, except as may be required for customs and other government inspection services, technical or operational reasons under uniform conditions consistent with Article 15 of the Convention.

4. Neither Party shall impose on the Designated Airlines of the other Party a first- refusal requirement, uplift ratio, no-objection fee or any other requirements with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

ARTICLE 8

Pricing

1. Each Party shall allow Prices for Air Services to be established by Designated Airlines of both Parties based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- a) prevention of unreasonably discriminatory Prices or practices;
- b) protection of consumers from Prices that are unreasonably high or restrictive due to the abuse of a dominant position;
- c) protection of Airlines from Prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Either Party may, in accordance with its national laws and regulations, require notification of or filing with its Aeronautical Authorities of Prices to be charged to or from its Territory by Airlines of the other Party. Such notification or filing by the Airlines may be required to be made not later than the initial offering of a Price, regardless of the form, electronic or other, in which the Price is offered.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a Price proposed to be charged or charged by the Designated Airlines of either Party for International Air Services between the Territories of the Parties. If either Party believes that any such Price is inconsistent with the consideration set forth in this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement, the Price shall go into effect or continue to be in effect.

ARTICLE 9

Customs Duties and Other Charges

1. Aircraft operated on International Air Service by the Designated Airline of one Party, as well as its regular equipment, fuel and lubricants, consumable technical supplies, spare parts (including engines) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted, on the basis of reciprocity, and according to its national legislation, from all customs duties, inspection fees and other similar charges, not based on the cost of services provided on arrival in the Territory of the other Party, provided such equipment, spare parts (including engines), supplies and stores remain on board the aircraft up to such time as they are re-exported or are used or consumed on board of the aircraft on the part of the journey performed over that Territory.

2. There shall also be exempted, on the basis of reciprocity and according to the national legislation in force of each Party, from all customs duties, inspection fees and other similar charges which are not based on the cost of the services provided on arrival, including:

- a) fuel and lubricants, consumable technical supplies and aircraft stores (including food, beverages and tobacco) introduced into the Territory of the other Party, by or on behalf of a Designated Airline or taken on board aircraft operated by that Designated Airline, and intended for use on aircraft engaged in an International Air Service, even when such regular equipment and materials are used on the part of the journey performed over the Territory of the other Party;
- b) spare parts (including engines) and regular equipment introduced into the Territory of the other Party by or on behalf of a Designated Airline or taken on board aircraft operated by the Designated Airline for the maintenance or repair of aircraft used in International Air Service by that Designated Airline of the other Party, and
- c) Airline documentation such as luggage tags, printed tickets, airway bills, boarding cards, as well as publicity and promotional material distributed without charge, which bears the insignia of a Designated Airline of one Party, intended for use in the Territory of the other Party for the exclusive use by that Designated Airline.

3. The materials referred to in paragraphs 1 and 2 of this Article shall be kept under supervision or control of the customs authorities.

4. Regular airborne equipment, as well as spare parts (including engines), fuel and lubricants, consumable technical supplies and aircraft stores (including food, beverages and tobacco) retained on board the aircraft of a Designated Airline of one Party, may be unloaded in the Territory of the other Party only with the approval of the customs authorities of that Party. In such case, they shall be placed under the supervision or control of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

5. Passengers, baggage, cargo and mail in direct transit through the Territory of one Party, and not leaving the area of the airport reserved for such purpose, shall only be subject to a simplified control, except for reasons of security measures against acts of violence, smuggling of narcotics and air piracy. Baggage, cargo and mail in direct transit shall be exempted, on the basis of reciprocity and according to its national legislation, from all customs duties, inspection fees and other similar charges.

ARTICLE 10

Elimination of Double Taxation

1. Profits of an enterprise which is a resident of a Party from the operation of an aircraft of a Designated Airline in international traffic shall be taxable only in the Territory of that Party in accordance with its national laws and regulations.

2. The provisions of paragraph 1 shall also apply to profits from the participation in a pool, a joint business or an international operating agency.

3. This Article shall cease to have effect in the event that an agreement for the avoidance of double taxation with respect to taxes on income enters into effect between the Parties.

4. The taxes to which this Article shall apply are in particular:

a. In the United Mexican States:

(i) The Federal Income Tax;

b. In the Kingdom of the Netherlands, in respect of Curaçao:

(i) The Income Tax,

(ii) The Profit Tax.

ARTICLE 11

Transfer of Funds

Each Designated Airline shall have the right to convert and remit to its country, on demand, local revenues from the sale of Air Services and associated activities directly linked to Air Services in excess of sums locally disbursed. Conversion and remittance shall be effected in any freely usable currency in effect at the time such revenues are presented for conversion and remittance and in accordance with the respective applicable national laws and regulations.

ARTICLE 12
Application of Laws

1. While entering, within or leaving the Territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's Designated Airlines.

2. While entering, within or leaving the Territory of one Party, its laws and regulations relating to the admission to or departure from its Territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's Designated Airlines.

3. Neither Party shall give preference to its own or any other Airline over a Designated Airline of the other Party engaged in similar International Air Services in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 13
Safety

1. Each Party shall recognize as valid, for the purpose of operating the Air Services provided for in this Agreement, certificates of airworthiness, certificates of competency and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses are at least equal to the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above or landing within its own Territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

2. Each Party may request consultations, in conformity with Article 17 (Consultations) of this Agreement, concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft and the operation of the aircraft.

3. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in the areas referred to in paragraph 2 of this Article that are at least equal to the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action within an agreed time period. Each Party reserves the right to withhold, revoke, suspend or impose conditions on the operations authorization of an Airline or Airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within a reasonable period of time.

4. Pursuant to Article 16 of the Convention, it is further agreed that any aircraft operated by, or on behalf of a Designated Airline of one Party, on service to or from the Territory of the other Party, may, while within the Territory of the other Party, be the subject of a ramp inspection by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this inspection is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

5. When urgent action is essential to ensure the safety of a Designated Airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of Designated Airlines of the other Party.

6. Any action by one Party in accordance with paragraph 5 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

7. With reference to paragraph 3 of this Article, if it is determined that one Party remains in non-compliance with the International Civil Aviation Organization (ICAO) standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 14

Aviation Security

1. In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference form an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, done at Montreal on September 23, 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation supplementary to the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, done at Montreal on September 23, 1971, done at Montreal on February 24, 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on March 1, 1991, as well as with any other convention or protocol relating to the security of civil aviation which both Parties adhere to.

2. Each Party 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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil aviation.

3. Each Party shall, in its mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention. They shall require that operators of aircraft of its registry or operators of aircraft who are established in its Territory and the operators of airports in its Territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Each Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft may be required to observe the security provisions referred to in paragraph 3 of this Article required by the other Party for entry into, for departure from, and while within the Territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.

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

6. Each Party shall have the right, within sixty (60) days following notice, for its Aeronautical Authorities to conduct an assessment in the Territory of the other 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 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.

7. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Party may request immediate consultations with the Aeronautical Authorities of the other Party. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, suspend or impose conditions on the operating authorization of a Designated Airline or Airlines of that Party. When required by an emergency or to prevent further non-compliance with the provisions of this Article, a Party may take interim action at any time to the expiry of fifteen (15) days.

ARTICLE 15

Approval of Schedules

1. The Designated Airlines of each Party shall submit their envisaged flight schedules for approval to the Aeronautical Authorities of the other Party at least thirty (30) days prior to the operation of the Agreed Services. The same shall apply to any modification thereof.

2. For supplementary flights which the Designated Airlines of one Party wishes to operate on the Agreed Services outside the approved timetable, that Designated Airline must request prior permission from the Aeronautical Authorities of the other Party. Such requests shall be submitted at least fifteen (15) days prior to the operation of such flights.

ARTICLE 16

Statistics

The Aeronautical Authorities of each Party shall provide the Aeronautical Authorities of the other Party, upon request, periodic or other statements of statistics as may be reasonably required.

ARTICLE 17

Consultations

Either Party may, at any time, request consultations in writing relating to the interpretation, application, implementation, or amendment of, or compliance with this Agreement or its Annex. Such consultations shall begin at the earliest possible date, but not later than sixty (60) days from the date the other Party receives the request, unless otherwise agreed.

ARTICLE 18

Settlement of Disputes

1. The Aeronautical Authorities of both Parties shall in the first place endeavor to settle any dispute arising between the Parties relating to the interpretation or application of this Agreement, by consultations and negotiation, except those disputes that may arise under Articles 13 (Safety) and 14 (Aviation Security) of this Agreement.

2. If the Aeronautical Authorities fail to reach a settlement by consultations and negotiation, the dispute shall be settled through diplomatic channels.

ARTICLE 19

Amendment

1. Any amendment to this Agreement shall be agreed upon by the Parties and shall be effected through an exchange of diplomatic notes. Such amendment shall enter into force in accordance with the provisions of paragraph 1 of Article 24 (Entry into Force) of this Agreement.

2. Notwithstanding the provisions of paragraph 1 of this Article, any amendments to the Annex to this Agreement agreed upon by the Aeronautical Authorities of the Parties, shall be confirmed in writing through an exchange of diplomatic notes, and shall enter into force on a date to be determined in the diplomatic notes. This exception to paragraph 1 of this Article does not apply in case any traffic rights are added to the above-mentioned Annex.

ARTICLE 20

Multilateral Agreements

If a general multilateral air transport agreement enters into force in respect of both Parties, the provisions of such agreement shall prevail. Consultations in accordance with Article 17 (Consultations) of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral agreement.

ARTICLE 21**Termination**

1. Either Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to ICAO.

2. This Agreement shall terminate at midnight one (1) year after the date of receipt of the notice by the other 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 Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by ICAO.

ARTICLE 22**Registration with ICAO**

This Agreement and any amendments thereto shall be registered with ICAO.

ARTICLE 23**Territorial Application**

As regards the Kingdom of the Netherlands, this Agreement shall apply to Curaçao only.

ARTICLE 24**Entry into Force**

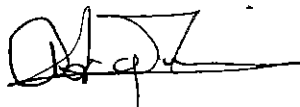
1. This Agreement shall enter into force on the first day of the second month following the date of receipt of the last written notification, through diplomatic channels, by which the Parties have notified each other that their respective constitutional procedures for the entry into force of this Agreement have been completed.

2. Upon entry into force, this Agreement shall supersede, in the relations between the United Mexican States and the Kingdom of the Netherlands, in respect of Curaçao, the Air Transport Agreement between the Government of the United Mexico States and the Government of the Kingdom of the Netherlands, signed at Mexico City on 6 December 1971.

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

DONE at Mexico City, on this seventh day of July of two thousand and twenty-one, in duplicate, in the Spanish, Dutch and English languages, all texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English version shall prevail.

**FOR THE UNITED MEXICAN
STATES**



**Jorge Arganis Díaz Leal
Minister of Communications
and Transport**

**FOR THE KINGDOM OF
THE NETHERLANDS, IN RESPECT
OF CURAÇAO**



**Wilfred Theo Mohr
Ambassador of the Kingdom of the
Netherlands in Mexico**

ANNEX
Route Schedule

1. Routes to be operated by the Designated Airline(s) of the United Mexican States:

Points of Departure	Intermediate points	Point of Destination	Points Beyond
Any points in the United Mexican States	Any points	Curaçao	Any points

2. Routes to be operated by the Designated Airline(s) of Curaçao:

Points of Departure	Intermediate points	Point of Destination	Points Beyond
Curaçao	Any points	Any points in the United Mexican States	Any points

3. While operating an Agreed Service on a specified route, the Designated Airline(s) may on any or all flights and at the option of each Airline:

- a) operate flights in either or both directions;
- b) combine different flight numbers within one aircraft operation;
- c) omit stops at any point or points, provided that services begin or end at a point in the Territory of the Party designating the Airline;
- d) transfer traffic from any of its aircraft to any of its other aircraft at any points on the routes;
- e) exercise full third and fourth freedom traffic rights; and
- f) pick up and discharge stop-over traffic at any point of the Route Schedule, provided that stop over time does not exceed fifteen (15) days at any point.