

No. 2923

**SPAIN
and
BRAZIL**

Agreement concerning regular air transport services (with annex, Protocol and exchange of notes). Signed at Rio de Janeiro, on 28 November 1949

Exchange of notes constituting an agreement modifying Schedule II of the annex to the above-mentioned Agreement. Madrid, 13 June and 7 July 1952

Official texts: Spanish and Portuguese.

Registered by the International Civil Aviation Organization on 13 September 1955.

**ESPAGNE
et
BRÉSIL**

Accord relatif aux transports aériens réguliers (avec annexe, Protocole et échange de notes). Signé à Rio-de-Janeiro, le 28 novembre 1949

Échange de notes constituant un accord modifiant le tableau II de l'annexe à l'Accord susmentionné. Madrid, 13 juin et 7 juillet 1952

Textes officiels espagnol et portugais.

Enregistrés par l'Organisation de l'aviation civile internationale le 13 septembre 1955.

[TRANSLATION — TRADUCTION]

No. 2923. AGREEMENT¹ BETWEEN SPAIN AND BRAZIL
CONCERNING REGULAR AIR TRANSPORT SERVICES.
SIGNED AT RIO DE JANEIRO ON 28 NOVEMBER 1949

PREAMBLE

The Government of Spain and the Government of the United States of Brazil
CONSIDERING :

That the possibilities of commercial aviation as a means of transport have greatly increased ;

That this means of transport, because of its essential characteristics, permitting rapid connexions, contributes to bringing nations together ;

That it is desirable to organize the regular international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field without prejudice to national and regional interests ;

That it is their desire to achieve the conclusion of a general multilateral convention on international air transport governing all nations ;

That pending the conclusion of such general multilateral convention to which the two countries will be parties, it is necessary to conclude an Agreement for the purpose of ensuring regular air communications between the two countries in accordance with the principles generally recognized in international agreements to which either of the Contracting Parties has subscribed ;

Have resolved to sign the present Agreement and have appointed for this purpose as their plenipotentiaries :

The Head of the Spanish State : His Excellency Mr. D. José Rojas y Moreno, Conde de Casa Rojas, Ambassador Extraordinary and Plenipotentiary of Spain at Rio de Janeiro ;

The President of the Republic of the United States of Brazil : His Excellency Dr. Raul Fernandes, Minister of State for Foreign Affairs, and His Excellency Lieutenant-General Armando Figueira Trompowski de Almeida, Minister of State for Civil Aviation ;

¹ Came into force on 22 February 1954, by the exchange of the instruments of ratification at Madrid, in accordance with article 16.

Who, having exchanged their full powers, found in good and due form, have agreed as follows :

Article 1

The Contracting Parties grant each other the rights specified in this Agreement and its annex,¹ for the purpose of establishing the regular international air services described therein (hereinafter referred to as "agreed services").

Article 2

The operation of air services between their respective territories is a fundamental and basic right of the two Contracting Parties.

Article 3

For the purposes of this Agreement and its annex :

(a) The term "aeronautical authorities" shall mean, in the case of Spain, the Air Ministry, and, in the case of the United States of Brazil, the Ministry of Civil Aviation, or, in both cases, any person or agency authorized to perform the functions at present exercised by them ;

(b) The term "designated airline" shall mean any airline which has been selected by one of the Contracting Parties to operate the agreed services and in respect of which notification has been sent to the competent aeronautical authorities of the other Contracting Party in accordance with article 4 of this Agreement ;

(c) The term "regular international air service" shall mean any international service operated on a regular schedule by a designated airline in accordance with time-tables and routes agreed to in advance by the Governments concerned ;

(d) The term "capacity" shall mean the available pay-load (passengers, freight and/or mail) of an aircraft between specified points on a route during a specified period of time.

Article 4

1. Each of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights are granted, but not before :

(a) The Contracting Party to which the rights are granted has designated one or more national airlines for the specified route or routes ;

¹ See p. 342 of this volume.

(b) The Contracting Party granting the rights has given the necessary operating permission to the airline or airlines concerned, which it shall do without delay, subject to paragraph 2 of this article and to article 6.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operation of commercial airlines.

Article 5

In order to prevent discriminatory practices and to respect the principle of equality of treatment :

1. All the charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

2. Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party or taken on board aircraft of the other Party in that territory by or on behalf of a designated airline and intended solely for use by the aircraft of such airline, shall be accorded, with respect to customs duties, inspection fees or other national duties or charges, the treatment granted to national airlines.

3. Aircraft of one Contracting Party operated on the agreed services and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft, shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

4. The fuel, lubricating oils, spare parts, regular equipment and aircraft stores referred to in the foregoing paragraph which are exempt from customs duties may not be unloaded save with the approval of the customs authorities of the other Contracting Party. If unconsumed or unused, they shall be re-exported and shall be kept under customs supervision by the other Contracting Party until re-exportation though remaining at the disposal of the owner or operator of the aircraft.

Article 6

(a) Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party, or to revoke such permit in any case where it is not satisfied, after a consultation period of sixty (60) days, that substantial ownership and effective control of such airline are vested in nationals of the other Party, or in case of failure by such airline to comply with the laws and regulations referred to in article 8 or to fulfil the conditions under which rights were granted in accordance with this Agreement and its annex, or when the aircraft operated by such airline are not manned by nationals of the other Party, except in cases where air crews are being trained.

(b) Should one of the Contracting Parties desire to exercise the right referred to in the foregoing paragraph, its aeronautical authorities shall notify the aeronautical authorities of the other Contracting Party forthwith of its decision to withhold or to revoke the exercise of the rights granted to the designated airline, specifying the grounds for the proposed action and, where appropriate, the principles or rules of this Agreement and of its national legislation which have been contravened.

Article 7

Each Contracting Party shall have the right, after previously informing the other Contracting Party, to replace its airline or airlines designated to operate the agreed services by one or more other national airlines. The newly-designated airline or airlines shall have the same rights and duties as the predecessor airline or airlines.

Article 8

1. The laws and regulations of each Contracting Party relating to the admission to, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory shall apply to the aircraft of the airline or airlines designated by the other Contracting Party.

2. The laws and regulations in force in the territory of each Contracting Party concerning the admission to, stay in or departure from its territory of passengers, crew or cargo of aircraft, especially those relating to police, entry, immigration, emigration, passports, clearance, customs, quarantine and currency, shall apply to the passengers, crew and cargo of aircraft of the other Party.

Article 9

Any violation of the provisions of the air navigation regulations of either Contracting Party which does not constitute an offence and is committed in the territory of that Party, shall be notified to competent aeronautical authorities of the other Party. If the violation is of a serious nature, the injured Party shall have the right to request the dismissal of the agent responsible.

Article 10

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. 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 issued to its own nationals by the other Contracting Party or by any other State.

Article 11

If either of the Contracting Parties considers it desirable to modify any provision or provisions of the annex to this Agreement, it may request consultation between the competent aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty (60) days from the date of the request.

Any modification of the annex agreed upon between the said authorities shall come into effect after it has been confirmed by an exchange of diplomatic notes.

Article 12

The aeronautical authorities of the two Contracting Parties shall settle by common agreement any question relating to the interpretation or application of this Agreement and its annex. If agreement cannot be reached, they shall refer the matter to an arbitral tribunal, agency or body, as the Contracting Parties may elect.

The Contracting Parties undertake to comply with any provisional orders made by the said arbitral tribunal in the course of the proceedings, and with the arbitral award which shall in all cases be considered as final.

Article 13

Should either Contracting Party intend to terminate the present Agreement, it shall request consultation with the other Party. If no agreement is reached within a period of sixty (60) days from the date on which the request was made, the former Party may give the other Party notice of termination. Notice shall

be given through the diplomatic channel and the Agreement shall terminate one hundred and twenty (120) days after the receipt of the notice by the other Party. Nevertheless, the notice may be withdrawn by agreement before the expiry of this period.

Article 14

With the entry into force of a multilateral convention on air navigation which has been ratified by both Contracting Parties, this Agreement and its annex shall be amended so as to conform with the provisions of the said convention.

Article 15

This Agreement supersedes any privileges, concessions or permissions which may exist at the time of its entry into force and which have been granted for any reason by one of the Contracting Parties to airlines of the other Contracting Party.

Article 16

After the constitutional formalities of each Contracting State have been completed, this Agreement shall come into force on the exchange of instruments of ratification, which shall take place at Madrid.

IN WITNESS WHEREOF the undersigned plenipotentiaries have signed the present Agreement and have thereto affixed their seals.

DONE in duplicate at Rio de Janeiro, this 28th day of November 1949, in the Spanish and Portuguese languages, both texts being equally authentic.

For the Government of Spain :

José ROJAS Y MORENO

For the Government of Brazil :

Raul FERNANDES

Armando FIGUEIRA TROMPOWSKI DE ALMEIDA

ANNEX TO THE AGREEMENT CONCERNING REGULAR AIR TRANSPORT
SERVICES BETWEEN SPAIN AND BRAZIL

I

The Government of the United States of Brazil grants to the Government of Spain the right to operate air transport services by one or more airlines designated by the latter Government on the routes specified in schedule I¹ attached.

II

The Government of Spain grants to the Government of the United States of Brazil the right to operate air transport services by one or more airlines designated by the latter Government on the routes specified in schedule II¹ attached.

III

The airline or airlines designated by each of the Contracting Parties as provided in the Agreement and this Annex shall enjoy, in the territory of the other Contracting Party, on each of the routes described in the attached schedules, rights of transit and of stops for non-traffic purposes at airports open to international traffic, as well as the right to pick up and set down international traffic in passengers, mail and cargo at the indicated points on the specified routes, in accordance with the provisions of section IV.

IV

(a) The air transport capacity provided by the designated airlines of the two Contracting Parties shall bear a close relationship to traffic requirements.

(b) There shall be fair and equal opportunity for the designated airlines of the two Contracting Parties to operate the agreed services.

(c) Where the airlines designated by the Contracting Parties operate on the same route, they shall take into account their reciprocal interests so as not to affect unduly their respective services.

(d) The agreed services shall have as their primary objective the provision of capacity adequate to meet traffic demands between the country to which the airline belongs and the country of ultimate destination of the traffic by reasonably direct routes.

(e) In the exercise by an airline designated by one Contracting Party of the right to pick up and set down, at specified points and on specified routes, international traffic between the other Contracting Party and third countries, the capacity provided shall be only supplementary to that adequate to meet traffic requirements between each such third country and the territory of the Contracting Party which designated the airline. Should any such third country object, consultations shall be held with a view to applying these principles to each specific case.

¹ See p. 350 of this volume.

The transport capacity provided shall be related to the requirements of the area through which the airline passes, after taking account of local and regional services.

V

The aeronautical authorities of the two Contracting Parties shall consult together, at the request of either of them, to determine whether the principles set forth in section IV above are being complied with by the designated airlines, and in particular to prevent an unfair proportion of traffic being diverted from any designated airline.

VI

(a) Rates shall be fixed at reasonable levels, regard being paid to all relevant factors, such as economy of operation, reasonable profit, the rates charged by other airlines, and the characteristics of each service, such as speed and accommodation.

(b) The rates to be charged by the designated airlines between the points in Spanish territory and the points in Brazilian territory referred to in the attached schedules, shall be subject to approval by the aeronautical authorities before they may enter into force. The proposed rates shall be submitted not less than thirty (30) days before the date on which they are intended to come into force, though this period may be reduced in particular cases with the consent of the said authorities.

(c) The rates to be charged by the designated airlines of either Contracting Party which serve points on common routes between the territory of the other Party and third countries shall not be lower than those charged on the same sectors of the route by the airlines of the other Party and of the said third countries.

The rates to be charged on sections of the routes specified in the attached schedules which include points situated in the territories of each of the Contracting Parties and third countries but not situated on common routes, shall be subject to prior approval by the aeronautical authorities of the Contracting Party in whose territory the said points are situated in accordance with the procedure laid down in the foregoing paragraph.

(d) After notifying their respective aeronautical authorities, the designated airlines of the Contracting Parties shall endeavour to agree on the passenger and goods rates to be applied on the joint sections of their routes, after consultation where necessary with the airlines of third countries operating all or part of the same routes.

(e) In fixing the rates, account shall be taken of the recommendations of the International Air Transport Association (I.A.T.A.).

(f) Should the designated airlines fail to agree on the rates to be charged, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution. In the last resort the procedure set forth in article 12 of the Agreement shall be applied.

(g) The rates charged by other international services serving points between the two Contracting Parties may not be lower than those charged by the airlines of the latter on the same routes and between their respective territories.

VII

(a) Aircraft tickets and commercial documents shall be drawn up in accordance with the provisions in force in the contracting country in which the flight originates. Such provisions shall in no case be discriminatory in regard to either Contracting Party or to third countries.

(b) The designated airlines of one Contracting Party may not, in the territory of the other Contracting Party, restrict the commercial traffic to be carried because of the means of payment specified in the provisions referred to in the preceding paragraph.

VIII

(a) Changes in or extensions of the routes described in the attached schedules which are introduced by either Contracting Party, except those affecting the points served in the territory of the other Contracting Party, shall not be considered as modifications of the annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party. In such cases, commercial rights between stops in the territory of the other Contracting Party and the new point or points may not be exercised without authorization by the other Contracting Party.

(b) If the aeronautical authorities of either Contracting Party, having regard to the principles set forth in section IV of this annex, consider that the interests of their national airlines may be prejudiced by the carriage by the airlines of the other Contracting Party of traffic between the territory of the first Contracting Party and the new point in the territory of a third country, the aeronautical authorities of the two Contracting Parties shall confer with a view to arriving at a satisfactory agreement.

IX

(a) After the present Agreement comes into force, the aeronautical authorities of the two Contracting Parties shall exchange information as promptly as possible concerning the authorizations granted to their respective designated airlines to operate all or part of the agreed services. Such exchange of information shall include in particular copies of the authorizations granted, any modifications thereof, all annexed documents and copies of the statutes in force of the respective designated airlines.

(b) Eight days before the effective inauguration of their respective services, the aeronautical authorities of the two Contracting Parties shall notify each other of the flight frequencies and types of aircraft to be used.

X

The initial capacities to be provided by the designated airlines shall be specified in the Protocol¹ to this Agreement and may be changed one year after its entry into force by the airlines of the Contracting Parties, subject to compliance with the terms of section IV. Should any change be made, the airline concerned shall communicate the new time-tables and types of aircraft thirty (30) days in advance to the aeronautical authorities of the other Contracting Party for their approval.

If, at any time after the altered capacities come into effect, statistics show that the airline which introduced them is acting contrary to the principles mentioned, to the detriment of the airline designated by the other Contracting Party, the latter may request consultation as provided for in section V of this annex with a view to remedying the situation.

XI

The postal authorities of the two Contracting Parties shall co-operate in making arrangements for airmail facilities within the framework of the international postal unions or in accordance with the bilateral agreements, if any, concluded between either of the Contracting Parties and third States.

XII

The aeronautical authorities of the two Contracting Parties shall agree on the minimum essential facilities to be offered reciprocally at airports and on routes in respect of installations and services to assist air navigation, including methods of control, exchanges of information, units of measure, language to be used, and codes.

These facilities and services shall be provided by each Contracting Party within the limits of the means available and, so far as possible, in conformity with universally accepted international standards.

XIII

So long as visas are required for the admission of aliens to the territory of either Contracting Party, the crews entered in the manifests of aircraft of the two countries employed in the agreed services, shall be exempt from the visa requirement. They shall hold valid passports made out in their names and identity documents issued by the designated airline by which they are employed.

In order to obtain exemption under this section, the captain of the aircraft shall submit a complete list of the crew to the competent authorities at the first stop in the territory of the other Contracting Party.

XIV

Unless otherwise provided by the competent aeronautical authorities, each designated airline may maintain its own technical and administrative staffs at the airports of the

¹ See p. 352 of this volume.

other Contracting Party. At least two-thirds of the staff members shall be nationals of the country in whose territory the airports are situated. Any doubt or dispute which may arise in this connexion shall be settled by the aeronautical authorities of the country to which the airports belong.

SCHEDULES OF ROUTES

SCHEDULE I

SPANISH ROUTES TO BRAZIL AND CROSSING BRAZILIAN TERRITORY

(A) *Spanish route to Brazil :*

Spain, via Lisbon (optional stop), Villa Cisneros (or Sal Island or Dakar) to Natal or Recife, Rio de Janeiro, in both directions.

(B) *Spanish routes crossing Brazilian territory :*

1. Spain, via Lisbon (optional stop), Villa Cisneros (or Sal Island or Dakar), Natal (optional stop), Belem do Pará, Caracas, in both directions, or returning via Bermuda-Azores if this is advisable because of weather conditions.
2. Spain, via Lisbon (optional stop), Villa Cisneros (or Sal Island or Dakar), to Natal or Recife, Rio de Janeiro and/or São Paulo and thence to Montevideo, Buenos Aires and Santiago de Chile, by reasonably direct routes, in both directions.

SCHEDULE II

BRAZILIAN ROUTES TO SPAIN AND CROSSING SPANISH TERRITORY

(A) *Brazilian routes to Spain :*

Brazil, via Sal Island (or Dakar or Villa Cisneros), Casablanca and/or Lisbon and/or Madrid, in both directions.

(B) *Brazilian routes crossing Spanish territory :*

Brazil, by any of the above routes, to :

1. Zürich (or Geneva or Basle) and thence to :
 - (a) Vienna, Prague and beyond, in both directions ;
 - (b) Frankfurt-on-Main or Berlin, Copenhagen and/or Oslo and/or Stockholm, in both directions.
2. Paris, and thence to :
 - (a) London and beyond, by a reasonably direct route, in both directions ;
 - (b) Brussels, Amsterdam, Berlin and beyond, by a reasonably direct route, in both directions.

3. Rome, and thence to :

- (a) Athens, Istanbul and/or Ankara, Beirut, a point in Syria, and beyond, by a reasonably direct route, in both directions ; or
- (b) Cairo and beyond, by a reasonably direct route, in both directions.

ADDITIONAL PROTOCOL TO THE AGREEMENT CONCERNING REGULAR AIR TRANSPORT SERVICES BETWEEN SPAIN AND BRAZIL

In the course of the negotiations which led to the signature this day of the Agreement between Spain and Brazil concerning regular air transport services, agreement was also reached on the following :

1. Each of the Contracting Parties, having particular regard to its geographical position on the route linking the two countries, shall have the right to engage in the carriage, from and to points beyond its own territory, according to an agreed itinerary, of traffic in passengers, cargo and mail as specified in section III of the annex, in accordance with the principles set forth in section IV of the annex.

Accordingly, the airline or airlines designated by Brazil shall have the right to participate in the operation of air services between Buenos Aires, Montevideo and/or Santiago de Chile, Asunción and Madrid subject to the agreement of the Governments concerned. In accordance with the principles set forth in section IV of the annex, the capacity provided by the airline or airlines designated by Brazil shall take account of third- and fourth-freedom traffic between Madrid, on the one hand, and Buenos Aires and Montevideo on the other hand, having regard to the Spanish air services which at present operate between these capitals.

A similar right shall be granted to the airline or airlines designated by Spain to participate in the operation of air services between Rio de Janeiro and Paris, London, Zürich and Rome, account being taken of third- and fourth-freedom traffic as indicated above.

2. The following flight frequencies shall be established initially for the operation of the agreed services :

(a) Schedule II, route B 1, one flight every ten days, using DC-6, Constellation or similar aircraft.

(b) Schedule II, route B 2, one flight every ten days, using DC-6, Constellation or similar aircraft.

(c) Schedule II, route B 3, one flight every ten days, using DC-6, Constellation or similar aircraft.

Note: The above routes may be operated optionally on the basis of three (3) flights every ten days or two (2) flights every week, the latter being limited to the routes indicated in (b) and (c).

(d) Schedule I, route B 1, one flight every week, using DC-4 or similar aircraft.

(e) Schedule I, route B 2, one flight every week, using DC-4 or similar aircraft.

3. The initial capacities may subsequently be modified in conformity, in particular, with sections IV and X of the annex, having regard to the supplementary nature of fifth-freedom traffic and taking into consideration the regional traffic of the designated airlines of the other Party.

4. The excess of any sums received by the designated airlines of one of the Contracting Parties in the currency of the other Party over the sums received by the latter Party in the currency of the former, after deduction of the cost in the said currencies of maintaining and operating the airlines, shall be transferred in accordance with financial arrangements to be agreed upon.

5. The application of the Agreement in respect of the exercise of commercial rights shall be contingent on the conclusion of the financial arrangements.

Rio de Janeiro, this 28th day of November 1949.

José ROJAS Y MORENO

Raul FERNANDES

Armando FIGUEIRA

TROMPOWSKI DE ALMEIDA

EXCHANGE OF NOTES

I

Rio de Janeiro, 28 November 1949

SUBJECT : *Exclusive right to operate Spanish-Portuguese traffic*

Your Excellency,

On the occasion of the conclusion of the "Agreement between Spain and Brazil concerning regular air transport services", I have the honour to inform you, for whatever purposes you may deem appropriate, that, in conformity with the agreement between the Governments of Spain and Portugal, all air traffic between their respective metropolitan territories will be operated exclusively by aircraft of those countries.

In communicating the above to you, I should be very grateful if you would inform me that the Brazilian Government is taking note of this communication.

I have the honour to be, etc.

José ROJAS Y MORENO

His Excellency Dr. Raul Fernandes
Minister of Foreign Affairs of Brazil
Rio de Janeiro

II

MINISTRY OF FOREIGN AFFAIRS OF BRAZIL

DAI/38/588.(84)

28 November 1949

Your Excellency,

I have the honour to acknowledge the receipt of your note of to-day's date regarding the conclusion of the Agreement between Spain and Brazil concerning regular air transport services, in which you inform me that, in conformity with the agreement between the Governments of Spain and Portugal, all air traffic between their respective metropolitan territories will be operated exclusively by aircraft of the two countries concerned.

I am very grateful to you for your kindness in sending me this communication of which I am taking due note.

I have the honour to be etc.

Raul FERNANDES

His Excellency Mr. José Rojas y Moreno
Count of Casa Rojas
Ambassador of Spain

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN SPAIN AND BRAZIL MODIFYING SCHEDULE II OF THE ANNEX TO THE AGREEMENT OF 28 NOVEMBER 1949² CONCERNING REGULAR AIR TRANSPORT SERVICES. MADRID, 13 JUNE AND 7 JULY 1952

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE L'ESPAGNE ET LE BRÉSIL MODIFIANT LE TABLEAU II DE L'ANNEXE À L'ACCORD DU 28 NOVEMBRE 1949² RELATIF AUX TRANSPORTS AÉRIENS RÉGULIERS. MADRID, 13 JUIN ET 7 JUILLET 1952

I

[PORTUGUESE TEXT — TEXTE PORTUGAIS]

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

Nº 110

Madrid, 13 de junho de 1952

Senhor Ministro :

De acôrdo com as negociações celebradas entre esta Missao diplomática e os serviços competentes dêsse Ministério, tenho a honra de propôr a Vossa Exce-lência as seguintes alterações ao Quadro II de Rota, anexo ao Acôrdo sôbre Trans-portes Aéreos Brasil-Espanha : —

Retirada de Zurich e de Franckfurt da rota B-1 e inclusao das mesmas na rota B-3. Nessas condições, deverá ser dada a seguinte redação à parte do Quadro II, referente as rotas através do território espanhol :

B) *Rotas brasileiras através do território espanhol:*

Do Brasil, seguindo uma das rotas acima discriminadas para :

1. Genebra (ou Basileia) e daí para :

a) Viena, Praga e além, em ambos os sentidos.

b) Berlim, Copenhague e/ou Oslo, e/ou Estocolmo, em ambos sentidos.

2. Paris, e daí para :

a) Londres e além, por uma rota razoavelmente directa, em ambos os sentidos.

¹ Came into force on 7 July 1952 by the exchange of the said notes.

² See p. 303 of this volume.

¹ Entré en vigueur le 7 juillet 1952 par l'échange desdites notes.

² Voir p. 303 de ce volume.

b) Bruxelas, Amsterdam, Berlim e além, por uma rota razoavelmente direta, em ambos os sentidos.

3. Roma, e daí para :

a) Zurich e Franckfurt.

b) Atenas, Istambul e/ou Ankara, Beirute, um ponto na Síria e além, por uma rota razoavelmente direta, em ambos os sentidos.

c) Ao Cairo e além, por uma rota razoavelmente direta, em ambos os sentidos.

2. — Fica entendido que a retirada de Zurich e Franckfurt respectivamente das rotas *B-1* e *B-1-b* do atual Quadro II, não deve acarretar a mudança para decendiais das frequências *semanais* previstas no Protocolo Adicional para as rotas através de Roma. Dessa forma, a « Nota » constante do Protocolo Adicional poderá ser mantida, sem qualquer alteração, pois a rota Rio-Roma-Zurich-Franckfurt, incluída como foi no Quadro II proposto, como *B-3-a*, estará abrangida pela faculdade prevista na citada « Nota » para ser operada na base mensal de 3 frequências decendiais ou duas semanais.

3. — Esta Nota e a de Vossa Excelência, nas mesmas condições, constituirão documentos complementares ao referido Acôrdo sobre transportes aéreos e demais instrumentos assinados em 28 de novembro de 1949. — Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

Rubens DE MELO

A Sua Excelência o Senhor Alberto Martín Artajo
Ministro de Asuntos Exteriores

[TRANSLATION — TRADUCTION]

[TRADUCTION — TRANSLATION]

EMBASSY OF THE UNITED STATES OF
BRAZIL

AMBASSADE DES ÉTATS-UNIS DU BRÉSIL

Madrid, 13 June 1952

Madrid, le 13 juin 1952

No. 110

Nº 110

Your Excellency,

Monsieur le Ministre,

Pursuant to the negotiations held between this Embassy and the competent services of your Ministry, I have the honour to propose the following modifications of Schedule II attached to the Air Transport Agreement between Brazil and Spain :

A la suite des négociations qui ont eu lieu entre l'Ambassade du Brésil à Madrid et les services compétents du Ministère espagnol des affaires extérieures, j'ai l'honneur de proposer à Votre Excellence les modifications ci-après au tableau de routes II de l'annexe à l'Accord relatif aux transports aériens entre le Brésil et l'Espagne :

Omission of Zürich and Frankfurt from route B 1 and their inclusion in route B 3. That part of Schedule II which relates to routes crossing Spanish territory will then read as follows :

(B) *Brazilian routes crossing Spanish territory :*

Brazil, by any of the above routes, to :

1. Geneva (or Basle) and thence to :

(a) Vienna, Prague and beyond, in both directions ;

(b) Berlin, Copenhagen and/or Oslo and/or Stockholm, in both directions.

2. Paris, and thence to :

(a) London and beyond, by a reasonably direct route, in both directions ;

(b) Brussels, Amsterdam, Berlin and beyond, by a reasonably direct route, in both directions.

3. Rome, and thence to :

(a) Zürich and Frankfurt ;

(b) Athens, Istanbul and/or Ankara, Beirut, a point in Syria, and beyond, by a reasonably direct route, in both directions ;

(c) Cairo and beyond, by a reasonably direct route, in both directions.

2. It is understood that the omission of Zürich and Frankfurt respectively from routes B 1 and B 1 (b) of the present Schedule II does not involve changing the *weekly* flights specified in the Additional Protocol for routes

Supprimer dans la route B, 1, les villes de Zurich et de Francfort et les insérer dans la route B, 3. Avec cette modification la partie du tableau II qui se rapporte aux routes traversant le territoire espagnol aura la teneur suivante :

B. *Routes brésiliennes traversant le territoire espagnol :*

Du Brésil, par l'une des routes indiquées plus haut, à destination de :

1. Genève (ou Bâle) et de là :

a) Vienne, Prague, et au-delà, dans les deux sens.

b) Berlin, Copenhague et/ou Oslo et/ou Stockholm, dans les deux sens.

2. Paris et de là :

a) Londres et au-delà, par une route raisonnablement directe, dans les deux sens.

b) Bruxelles, Amsterdam, Berlin et au-delà, par une route raisonnablement directe, dans les deux sens.

3. Rome et de là :

a) Zurich et Francfort.

b) Athènes, Istanbul et/ou Ankara, Beyrouth, un point en Syrie et au-delà, par une route raisonnablement directe, dans les deux sens.

c) Le Caire et au-delà, par une route raisonnablement directe, dans les deux sens.

2. Il est entendu que la suppression des villes de Zurich et de Francfort dans les routes B, 1 et B, 1, b, respectivement, du tableau II actuel, ne doit pas avoir pour effet d'étendre sur dix jours les services *hebdomadaires* prévus dans

via Rome to ten-day flights. The "Note" in the Additional Protocol may therefore remain unaltered, since the route Rio-Rome-Zürich-Frankfurt, included in Schedule II, as proposed, as B 3 (a), will be covered by the optional schedule of three ten-day or two weekly services, provided for in the said "Note".

3. This note, together with your note in similar terms, will constitute supplementary documents to the said Air Transport Agreement and the other instruments signed on 28 November 1949.

I have the honour to be, etc.

Rubens DE MELLO

His Excellency

Mr. Alberto Martín Artajo
Minister of Foreign Affairs

le Protocole additionnel pour les routes passant par Rome. Il s'ensuit que la note relative au Protocole additionnel n'a pas à être modifiée, car la faculté visée dans ladite note concernant l'exploitation sur une base mensuelle à raison de trois services tous les dix jours ou de deux services par semaine s'applique à la route de Rio-Rome-Zurich-Francfort, puisqu'elle fait l'objet du B, 3, a, du tableau II proposé.

3. La présente note et la réponse de Votre Excellence dans le même sens constitueront des documents complétant l'Accord précité relatif aux transports aériens et les autres instruments signés le 28 novembre 1949.

Je saisis, etc.

Rubens DE MELLO

Son Excellence

Monsieur Alberto Martín Artajo
Ministre des affaires extérieures

II

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Madrid, 7 de julio de 1952

P.E.-nº 102

Excelentísimo Señor :

Tengo la honra de acusar recibo a V. E. de su Nota de fecha 13 de junio último, concebida en los siguientes términos :

« De acuerdo con las negociaciones celebradas entre esta Misión Diplomática y los Servicios competentes de ese Ministerio, tengo la honra de proponer a Vuestra Excelencia las siguientes alteraciones en el Cuadro II de rutas anejo al « Acuerdo sobre Transportes Aéreos Brasil-España ».

« Es exclusión de las escalas en Zürich y Frankfort de la ruta B-1 y su inclusión en la ruta B-3. En estas condiciones el Cuadro II en su parte referente a las rutas que atraviesan el territorio español quedaría redactado de la siguiente manera : —

[TRANSLATION — TRADUCTION]

MINISTRY OF FOREIGN AFFAIRS

Madrid, 7 July 1952

P.E. No. 102

Your Excellency,

I have the honour to acknowledge the receipt of your note dated 13 June 1952 in the following terms :

[*See note I*]

I have the honour to inform you that the Spanish Government is in agreement with the foregoing.

I have the honour to be, etc.

H. E. Mr. Rubens Ferreira de Mello
Ambassador Extraordinary
and Plenipotentiary of Brazil

[TRADUCTION — TRANSLATION]

MINISTÈRE DES AFFAIRES EXTÉRIEURES

Madrid, le 7 juillet 1952

P.E. - n° 102

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de la note de Votre Excellence en date du 13 juin dernier, conçue dans les termes ci-après :

[*Voir note I*]

Je m'empresse de communiquer à Votre Excellence l'accord du Gouvernement espagnol sur ce qui précède.

Je saisis, etc.

S. E. Monsieur Rubens Ferreira de Mello
Ambassadeur extraordinaire
et plénipotentiaire du Brésil