

No. 11198

**BRAZIL
and
FRANCE**

**Agreement concerning scheduled air transport services (with
annex). Signed at Paris on 29 October 1965**

Authentic texts: Portuguese and French.

Registered by Brazil on 8 July 1971.

**BRÉSIL
et
FRANCE**

**Accord relatif au transport aérien (avec annexe). Signé à
Paris le 29 octobre 1965**

Textes authentiques: portugais et français.

Enregistré par le Brésil le 8 juillet 1971.

[TRANSLATION — TRADUCTION]

AGREEMENT ¹ BETWEEN THE REPUBLIC OF THE UNITED STATES OF BRAZIL AND THE FRENCH REPUBLIC CONCERNING SCHEDULED AIR TRANSPORT SERVICES

The Government of the Republic of the United States of Brazil and the Government of the French Republic,

Desiring to promote the development of air transport services between the Republic of the United States of Brazil and the French Republic and to support to the fullest extent possible international co-operation in this field;

Desiring to apply to scheduled air transport services between the two countries the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944; ²

Have agreed as follows:

Article I

The Contracting Parties shall grant each other the rights specified in this Agreement and its annex, for the purpose of establishing the scheduled international air services described therein, hereinafter referred to as “agreed services”.

Article II

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

(a) The Contracting Party to which such rights have been granted has designated one or more airlines to operate the agreed services on the specified route or routes;

¹ Came into force on 19 February 1967, i.e. 30 days after the date on which the two Contracting Parties had notified each other of the completion of their respective constitutional formalities, in accordance with article XIII (1). In accordance with article XIII (2), the Agreement was provisionally applied as of 29 October 1965, the date of signature.

² United Nations, *Treaty Series*, vol. 15, p. 295; for the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209, and vol. 740, p. 21.

(b) The Contracting Party granting such 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 III.

2. The designated airline or 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 with respect to the operation of commercial airlines.

Article III

The Contracting Parties reserve the right to withhold operating permission from an airline designated by the other Contracting Party or to revoke such permission when they deem it has not been sufficiently proved that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party or in case of failure by the designated airline to comply with the laws and regulations referred to in article VI of this Agreement or with the conditions under which the rights were granted in accordance with this Agreement and its annex.

Article IV

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

1. The charges which one 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 those applied for the use of such airports and other facilities by aircraft of its flag engaged in similar international services.

2. Aircraft employed in international traffic by the designated airline or airlines of one Contracting Party, as well as their regular equipment, reserves of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) shall be exempt, on entry into the territory of the other Contracting Party, from all customs duties, inspection charges and other similar duties and fees, provided such equipment and supplies remain on board until the departure of the aircraft from that territory.

3. The following shall likewise be exempt from the same duties or charges, excluding charges and payments relating to services performed:

- (a) Aircraft stores of any origin taken on board in the territory of one Contracting Party, within limits fixed by the Authorities of the said Contracting Party, and for use on board aircraft operating an international service of the other Contracting Party;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft employed in the international services of the designated airline or airlines of the other Contracting Party;
- (c) Fuel and lubricants destined to supply aircraft employed in the international services operated by the designated airline or airlines of one Contracting Party even though such supplies are to be used by such aircraft during flight over the territory of the other Contracting Party.

4. Regular airborne equipment as well as material and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party without the consent of its customs authorities. When so unloaded, they may be placed under the supervision of the said authorities until they are reloaded or officially cleared (customs declaration).

Article V

Certificates of air worthiness, certificates of competency and licences issued or validated by one of the Contracting Parties and still in force shall be recognized as valid by the other Contracting Party for the purposes of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight over its own territory, certificates and licences granted to its own nationals by the other Contracting Party or by a third State.

Article VI

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft during their stay in its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of each of the Contracting Parties relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be applied to the passengers, crew and cargo of the aircraft ensuring the operation of the agreed services.

Article VII

In a spirit of close co-operation, the aeronautical authorities of the two Contracting Parties shall consult each other periodically with a view to reviewing the conditions of implementation of the principles established in this Agreement and its annex and determining whether these conditions are adequate.

Article VIII

Either of the Contracting Parties may request consultations between the aeronautical authorities of both Parties if it desires to modify the provisions of the annex to this Agreement or if the other Contracting Party has exercised the right granted in article III of this Agreement.

Such consultations must commence within a period of sixty (60) days from the date of notification of the request.

When the said authorities agree to modify the annex to this Agreement, such modifications shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

Article IX

Either of the Contracting Parties may at any time notify the other of its desire to terminate this Agreement. Notice to that effect shall be sent to the International Civil Aviation Organization at the same time. This Agreement shall cease to have effect six (6) months after the date of receipt of the said notice by the other Contracting Party, unless it has been withdrawn by mutual agreement before that period expires.

If no acknowledgement of receipt is made by the Contracting Party to which the notice was sent, it shall be deemed to have been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

Article X

This Agreement replaces any privileges, licences or concessions existing at the time of its signature and granted for any reason by one of the Contracting Parties to a designated airline or airlines of the other Contracting Party.

Article XI

This Agreement and its annex and any modifications thereto shall be communicated to the International Civil Aviation Organization for purposes of registration.

Article XII

For the purpose of implementation of this Agreement and of its annex:

- (a) The term “aeronautical authorities” shall mean, in the case of the United States of Brazil, the Minister of Civil Aviation, and, in the case of France, the Secretary-General of Civil Aviation or, in both cases, any person or agency authorized to perform the functions at present exercised by them.
- (b) The term “territory” shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944.
- (c) 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 a written communication has been transmitted to the competent aeronautical authorities of the other Contracting Party, in accordance with the provisions of article II of this Agreement.
- (d) The definitions in article 96, paragraphs (a), (b) and (d), of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 shall be applied to this Agreement and its annex.

Article XIII

1. The provisions of this Agreement and its annex shall enter into force thirty (30) days after the date on which the two Contracting Parties notify each other of the completion of their respective constitutional formalities.

2. The provisions of this Agreement and its annex shall be applied provisionally by the Brazilian and French authorities within the limits of their respective powers, from the date of its signature.

DONE at Paris on 29 October 1965.

For the Government
of the Republic
of the United States of Brazil:

JOÃO ARELANO DOS PASSOS

For the Government
of the French Republic:

ROBERT VERGNAUD

ANNEX

Section I

The Contracting Parties shall grant each other the right to operate the agreed services to be provided by one or more designated airlines, in accordance with the provisions of this annex, on the routes and at the stops established in the Schedules of Routes which are included.

Section II

1. Under the terms of this Agreement and this annex, each Contracting Party shall grant the other Contracting Party, for the operation of the agreed services, on the specified routes:

- (a) The right to set down and pick up passengers, cargo and mail originating in or bound for the territory of the other Contracting Party; and under the same conditions shall authorize:
- (b) The setting down and picking up of passengers, cargo and mail originating in or bound for the stops in third countries included in the Schedules of Routes.

2. The designated airlines shall enjoy fair and equitable treatment so that they may, in equal conditions, operate the agreed air services between the territories of the Contracting Parties.

3. The transport capacity to be afforded by the designated airline or airlines shall be related as a whole to traffic requirements between the territories of the two Contracting Parties. The agreed services shall have as their primary objective the fulfilment of the normal and reasonable foreseeable requirements of air traffic originating in or bound for the territory of each of the Contracting Parties.

4. The right of a designated airline to pick up and set down, at the stops provided on the specified routes, international traffic bound for or originating in third countries shall be exercised in accordance with the general principles or orderly development of air transport accepted by the Contracting Parties, so that capacity shall be related:

- (a) To traffic requirements between the country of origin and the countries of destination;
- (b) To the requirements of economic operation of the through airline services in question; and
- (c) To existing traffic requirements of the area through which the airline passes, allowing for the interests of local and regional services.

Section III

Each Contracting Party shall authorize flight across its territory, on the agreed routes, by the designated airline or airlines of the other Contracting Party, with or

without a technical stop at the regular stopping points established in the Schedules of Routes.

Section IV

The aeronautical authorities of each of the Contracting Parties or the designated airline or airlines shall supply upon request to the aeronautical authorities of the other Contracting Party, periodically or at any time, all necessary statistical data.

Section V

In the operation of any one of the agreed services on any of the specified routes, the designated airline or airlines of one Contracting Party may substitute one aircraft for another (change of gauge) at a point in the territory of the other Contracting Party, provided that:

(a) This substitution is justified by economy of operation;

(b) The aircraft used on the section of route most distant from the terminal point situated in the territory of the Contracting Party which has designated the airline are not larger in capacity than those used on the nearest section;

(c) The aircraft used on the section of route most distant from the terminal point situated in the territory of the Contracting Party which has designated the airline operate only in connexion with and as an extension of the service offered by the aircraft used on the nearest section and are scheduled so to do; the aircraft of smaller capacity serve the point of change for the purpose of carrying passengers, cargo and mail set down or to be picked up by the aircraft of larger capacity; the capacity of the smaller aircraft is primarily related to this purpose;

(d) There is an adequate volume of transit traffic;

(e) The designated airline or airlines do not present themselves to the public, through advertising or any other means, as offering a service originating from the point where the change takes place;

(f) The provisions of the capacity clause of this annex govern all arrangements relating to change of gauge;

(g) In connexion with each flight bound for the territory in which the change of gauge occurs, there is only one other flight going beyond that territory.

Section VI

1. The rates to be charged by the designated airlines of one Contracting Party for the carriage of passengers and cargo originating in or bound for the territory of the other Contracting Party shall be fixed at reasonable levels, due regard being paid to all important factors, including cost of operation, characteristics of service, reasonable profit and the rates of other airlines.

2. The rates referred to in paragraph 1 of this section, together with the applicable rates for agency commission, shall, if possible be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route; such agreement shall, when possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3. The rates so agreed shall be subject to approval by the aeronautical authorities of the Contracting Parties at least thirty (30) days prior to the anticipated date of their introduction; in special cases this period may be reduced, if so agreed by the said authorities.

4. If the designated airlines cannot agree on any of these rates, if for some other reason any particular rate cannot be fixed in accordance with the provisions of paragraph 2 of this section, or if during the first fifteen (15) days of the period of thirty (30) days referred to in paragraph 3 of this section either Contracting Party gives the other notice of its dissatisfaction with any rate agreed in accordance with the provisions of paragraph 2 of this section, the aeronautical authorities of the Contracting Parties shall try to fix that rate by agreement between themselves.

5. The rates fixed in accordance with the provisions of this section shall remain in force until new rates have been established in accordance with the same provisions.

Section VII

The aeronautical authorities of the Contracting Parties shall consult together, at the request of either of them, to determine whether their designated airlines are complying with the clauses of this annex. Such consultations shall begin within sixty (60) days from notification of the request.

Section VIII

The time-tables shall indicate the type, model and layout of the aircraft used, as well as the frequency of services and stops. These time-tables shall be submitted by the designated airlines of each Contracting Party to the aeronautical authorities of the other Party at least thirty (30) days prior to the anticipated date of their entry into force. These time-tables shall be approved within the period indicated above unless they involve a change of stops or of capacity contrary to the provisions of this annex.

Section IX

1. The following changes in routes shall not be subject to prior agreement between the Contracting Parties but shall simply be notified by the aeronautical authorities of one Party to the aeronautical authorities of the other Party:

- (a) Inclusion or elimination of stopping points in the territory of the Contracting Party which designated the airline;
- (b) Omission of stops in the territory of third countries.

2. Change in the agreed routes by inclusion of a stopping point not provided for in the Schedule of Routes and situated outside the territory of the Contracting Party which designated the airline shall be subject to prior agreement between the aeronautical authorities of the two Parties.

Paris, 29 October 1965.

SCHEDULE OF BRAZILIAN ROUTES

<i>Points of departure</i>	<i>Intermediate points (1)</i>	<i>Points in France</i>	<i>Points in French Guyana</i>	<i>Points beyond France (1) (3) (4)</i>
Points in Brazilian territory	Lagos (2) Monrovia (2) Freetown (2) Lisbon	Paris		London Frankfurt Rome Zurich
Points in Brazilian territory			Cayenne	

- 1) The omission of stops shall be governed by section VIII of the annex;
- 2) The designated airlines may serve only one of these points on each service;
- 3) The designated airlines may serve only one of these points on each service;
- 4) The stops indicated may, if desired, be made before or after the Paris stop.

SCHEDULE OF FRENCH ROUTES

<i>Points of departure</i>	<i>Intermediate points (1)</i>	<i>Points in Brazil (2)</i>	<i>Points beyond Brazil (1)</i>
Points in French territory	Madrid Dakar	Brasilia Rio de Janeiro São Paulo	Buenos Aires Montevideo (3) Santiago de Chile

- 1) The omission of stops shall be governed by section VIII of the annex;
- 2) The French designated airlines may serve only one or two of these points on the same service;
- 3) This point may, if desired, be served before or after Buenos Aires.