

No. 14607

**BRAZIL
and
GUYANA**

**Agreement for air services between and beyond their
respective territories (with annex and schedule). Signed
at Georgetown on 10 May 1974**

Authentic texts: Portuguese and English.

Registered by Brazil on 27 February 1976.

**BRÉSIL
et
GUYANE**

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec annexe et tableau). Signé à
Georgetown le 10 mai 1974**

Textes authentiques : portugais et anglais.

Enregistré par le Brésil le 27 février 1976.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Co-operative Republic of Guyana and the Government of the Federative Republic of Brazil,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,²

Desiring to develop and strengthen their reciprocal relations in the field of civil aviation and to conclude an agreement, in accordance to the provisions to the said Convention for the purpose of establishing air services between and beyond their respective territories,

Have appointed for this purpose their plenipotentiary representatives as follows:

By the Co-operative Republic of Guyana, His Excellency Mr. David I. Yankana A. A., Secretary of Guyana State Corporation,

By the Federative Republic of Brazil, His Excellency Major-General Edívio Caldas Sanctos,

Who having exchanged their instruments of full powers, found to be in good and due form,

Have agreed as follows:

Article 1. DEFINITIONS

1) For the purpose of this Agreement, unless the context otherwise requires:

a) The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes any Annexes adopted under that Convention and any amendments thereto so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;

b) The term "aeronautical authorities" means in the case of Guyana the Minister responsible for Civil Aviation, and any person or body authorized to perform any functions exercisable by the said Minister or similar functions, and in the case of the Federative Republic of Brazil the Minister of Aeronautics and any person or body authorized to perform a particular function to which this Agreement relates;

¹ Applied provisionally from 10 May 1974, the date of signature, and came into force on 4 March 1975 by the exchange of diplomatic notes confirming the completion of constitutional procedures, in accordance with article 16.

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

c) The term “designated airlines” means an airline which has been designated and authorized in accordance with Article 2 of this Agreement;

d) The term “tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, but excluding remunerations and conditions for the carriage of mail;

e) The term “territory” in relation to either Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty of that Contracting Party; and

f) The terms “airline”, “air service”, “international air service” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

2) The Annex and the Schedule to this Agreement shall form an integral part thereof and any reference to the “Agreement” shall be deemed to include a reference to the Annex and the Schedule except where otherwise provided.

Article 2. DESIGNATION OF AIRLINES

1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline designated the appropriate operating authorization.

3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of this Agreement and the Convention.

4) Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Section I of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals, or when aircraft in operation are not manned by nationals of the other Contracting Party, except in cases where air crews are being trained.

5) When an airline has been so designated and authorized it may operate the agreed services for which it has been designated, provided that a tariff established in accordance with the provisions of Section V of this Agreement is in force in respect of those services and provided further that the frequency and scheduling of the services to be operated by such airline have been approved by the aeronautical authorities of the Contracting Party which has granted the operating authorization.

Article 3. REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of any of the rights specified in Section I of this Agreement by an airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights:

- a) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
- c) in any case where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party.

2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 4. FREQUENCY AND SCHEDULING OF SERVICES

The frequency and scheduling of services to be operated by the designated airlines of one Contracting Party shall be subject to the approval of the aeronautical authorities of the other Contracting Party.

Article 5. EXEMPTION FROM CHARGES ON EQUIPMENT, FUEL, STORES, ETC.

1) Aircraft operated on international air services by a designated airline of either Contracting Party and entering, departing again from or flying across the territory of the other Contracting Party, as well as fuel, lubricants, spare parts, regular equipment and aircraft stores on board such aircraft, shall be exempt from all customs duties, inspection fees and other similar charges levied on the occasion of importation, exportation or transit of goods, with the exception of charges corresponding to the service performed. This shall also apply to the above-mentioned goods on board the aircraft consumed during that part of the international air service performed over the territory of the latter Contracting Party.

2) Fuel, lubricants, aircraft stores, spare parts and regular equipment of aircraft, temporarily imported into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of a designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party shall be exempt from the customs duties, inspection fees and other similar charges mentioned in paragraph 1 of this Article.

3) Fuel and lubricants taken on board the aircraft of a designated airline of either Contracting Party in the territory of the other Contracting Party and used in aircraft engaged on international air services, and used on an inward flight until that flight is completed or on an outward flight from the time that

flight commences, or on a through transmitting flight, notwithstanding that on all such flights aircraft may make intermediate landings in that territory shall be exempt from the customs duties and other similar charges mentioned in paragraph 1 of this Article, provided that formal customs regulations are complied with.

4) The customs authorities of each Contracting Party may keep the goods mentioned in paragraph 1 to 3 of this Article under customs supervision or control.

5) The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are reexported or otherwise disposed of in accordance with customs regulations.

Article 6. AIRPORT AND SIMILAR CHARGES

The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline 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 airport and facilities by its national aircraft engaged in similar international services.

Article 7. AIRLINE REPRESENTATION

The designated airline of one Contracting Party shall be entitled, subject to the laws and regulations relating to entry and residence of the other Contracting Party, to bring in and maintain on the territory of such other Contracting Party their own representatives together with such technical and commercial staff as are required for the provision of the air services.

Article 8. TRANSFER OF EARNINGS

1) Each Contracting Party, in accordance with its applicable exchange control regulations, grants to the designated airline of the other Contracting Party the right of transfer of the excess of receipts over expenditure achieved by that airline in its territory in connection with the carriage of passengers, mail and cargo. Such transfer shall be at the official rate of exchange, where such a rate exists, or otherwise, at a rate equivalent to that at which the receipts were earned.

2) Where the foreign currency exchange system is governed by a special agreement between the Contracting Parties, this special agreement shall apply.

Article 9. CONSULTATION

1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and shall consult when necessary to provide for modification thereof.

2) Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to a modification of this period.

Article 10. SETTLEMENT OF DISPUTES

1) If any disputes arise between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3) The Contracting Parties shall use their best efforts under the powers available to them to comply with any decision given under paragraph 2 of this Article.

Article 11. APPLICABILITY OF THE CONVENTION

To the extent that international air services between the Contracting Parties are not regulated by this Agreement the provisions of the Convention shall apply.

Article 12. AMENDMENT

1) If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may request consultation in accordance with Article 9 of this Agreement; such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an exchange of notes, through the diplomatic channel, after complying with the necessary constitutional procedures of both Contracting Parties.

2) Notwithstanding the provisions of paragraph 1 of this Article, the modification of the Annex and the Schedule, if agreed between the Contracting Parties, shall come into effect when confirmed by an exchange of notes through the diplomatic channels.

Article 13. TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 14. REGISTRATION OF THE AGREEMENT

This Agreement shall be registered with the International Civil Aviation Organization set up by the Convention.

Article 15. SUPERSESION OF THE PREVIOUS AGREEMENT

This Agreement on coming into force supersedes the Agreement signed between the United Kingdom of Great Britain and Northern Ireland and the Federative Republic of Brazil on the 31st October, 1946,¹ insofar as that Agreement applies to Brazil and Guyana and any acts, permissions, privileges or concessions previously granted for any reason by one of the Contracting Parties in favour of airlines of the other Contracting Party.

Article 16. ENTRY INTO FORCE

This Agreement shall apply provisionally from the date of signature with the limits of the administrative powers of the aeronautical authorities of each Contracting Party and shall enter into force through the exchange of diplomatic notes after complying with the constitutional procedures of each Contracting Party.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed this Agreement.

DONE in the city of Georgetown on the tenth day of May 1974, in two copies in the English and Portuguese languages, both texts being equally authentic.

For the Government
of the Federative Republic
of Brazil:

Major-Brigadeiro EDÍVIO C. SANCTOS

For the Government
of the Co-Operative Republic
of Guyana:

DAVID I. YANKANA

¹ See "Air transport agreement" in United Nations, *Treaty Series*, vol. 11, p. 115, and annex A in volume 160.

A N N E X

Section I. GRANT OF RIGHTS

1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:

- a) the right to fly across its territory without landing;
- b) the right to make stops in its territory for non-traffic purposes.

2) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Schedule to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airline designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph 1 of this Section the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedule to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail.

3) Nothing in paragraph 2 of this Section shall be deemed to confer on the airlines of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

Section II. PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

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

2) In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate for the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating in or destined for the territory of the Contracting Party which has designated the airline and other points specified in the Schedule. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

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

4) The aeronautical authorities of the Contracting Parties may consult together, at the request of either of them, to determine the conditions on which the principles set forth in paragraph 3 of this Section are being complied with, and in particular to prevent an unfair proportion of traffic being diverted from any designated airline.

Section III. PROVISION OF STATISTICS

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Section. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

Section IV. CHANGE OF GAUGE

In operating an agreed service on a specified route the designated airline of one Contracting Party may substitute one aircraft for another at a point on the territory of the other Contracting Party on the following conditions only:

- a) that it is justified by reason of economy of operation;
- b) that the aircraft used on the section of the route more distant from the terminal in the territory of the first Contracting Party is not larger in capacity than that used on the nearer sections;
- c) that the aircraft used on the more distant section shall operate only in connection with and as an extension of the service provided by the aircraft used on the nearer section and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft used on the nearer section; and its capacity shall be determined with primary reference to this purpose;
- d) that there is an adequate volume of through traffic;
- e) that the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made;
- f) that the provisions of Section II of this Agreement shall govern all arrangements made with regard to change of aircraft;
- g) that in connection with any one aircraft flight into the territory in which the change of aircraft is made, only one flight may be made out of that territory.

Section V. TARIFFS

1) The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation), and the tariffs of other airlines for similiar services on comparable sectors.

2) The tariffs referred to in paragraph 1 of this Section, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, after consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Party at least sixty (60) days before the proposed date of their introduction; in special cases, this time-limit may be reduced, subject to the agreement of the said authorities.

4) This approval may be given expressly if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 3 of this Section, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 3, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

5) If a tariff cannot be agreed in accordance with paragraph 2 of this Section, or if, during the period applicable in accordance with paragraph 4 of this Section, one aeronautical authority does not approve a tariff agreed in accordance with the provisions of paragraph 2 of this Section, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

6) If the aeronautical authorities cannot agree on the approval of any particular tariff submitted to them under paragraph 3 of this Section or on the determination of any particular tariff under paragraph 5, the dispute shall be settled in accordance with the provisions of Article 10 of this Agreement.

7) The tariff established in accordance with the provisions of this Section shall remain in force until new tariffs have been established in accordance with the provisions of this Section.

SCHEDULE

Routes to be served by the designated airline of Guyana in both directions

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination in Brazil</i>
1. Guyana	Paramaribo	Belém
2. Guyana		Boa Vista and Manáus

Routes to be served by the designated airline of Brazil in both directions

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination in Guyana</i>	<i>Points beyond</i>
Brazil	Cayenne (Caiena) Paramaribo	Georgetown	Port of Spain Bridgetown

NOTE. The points in a third country can be operated before or after Georgetown or omitted totally or partially in one or all frequencies.