

No. 17659

**BRAZIL
and
PERU**

Agreement on the utilization of coast and ship stations in the Amazon region. Signed on board the Peruvian Navy ship *Ucayali*, anchored in the River Amazon (Solimões), at the frontier line between Brazil and Peru, on 5 November 1976

*Authentic texts: Portuguese and Spanish.
Registered by Brazil on 27 March 1979.*

**BRÉSIL
et
PÉROU**

Accord relatif à l'exploitation de stations côtières et de stations de navires dans la région de l'Amazone. Signé à bord du navire de la flotte péruvienne *Ucayali*, ancré sur le fleuve Amazone (Solimões), à la frontière entre le Brésil et le Pérou, le 5 novembre 1976

*Textes authentiques: portugais et espagnol.
Enregistré par le Brésil le 27 mars 1979.*

[TRANSLATION—TRADUCTION]

AGREEMENT¹ ON THE UTILIZATION OF COAST AND SHIP STATIONS IN THE AMAZON REGION, BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF PERU

The Government of the Federative Republic of Brazil and the Government of the Republic of Peru,

Aware of the importance of navigation on the River Amazon in both countries, and desiring to co-ordinate the utilization of the stations in the maritime mobile service in internal waters, have decided to conclude this Agreement, as follows:

Article 1. DEFINITIONS

1. For the purposes of this Agreement, the following definitions have been adopted:

1.1. "Agreement": this Agreement as a whole, including its annexes.

1.2. "Coast station": a fixed station open to public correspondence, situated in the Amazon region located in Brazilian or Peruvian territory, operating in the bands allocated for the maritime mobile service.

1.3. "Ship station": a mobile station of the maritime mobile service on the River Amazon, other than a station installed on board a military vessel or a vessel in the service of the States.

1.4. "Lists of stations": lists drawn up by the Contracting Parties, containing the technical, operational and administrative data for all stations covered by the Agreement.

1.5. "Operating agencies": the Contracting Parties designate the following operating agencies to render the services specified in this Agreement:

(a) In the case of Brazil: Empresa Brasileira de Telecomunicações S. A. (EMBRATEL);

(b) In the case of Peru: Servicio de Comunicaciones Navales.

Article 2. APPLICATION AND IMPLEMENTATION OF THE AGREEMENT

2.1. The main purpose of the Agreement is to provide the River Amazon with the telecommunication facilities needed for the safety and support of river navigation in the region.

2.2. The provisions of the Agreement shall apply to all Brazilian and Peruvian coast and ship stations, as defined in article 1 above.

2.3. The Agreement shall enter into force with the establishment of coast stations in Iquitos (Peru), Benjamin Constant (Brazil) and Tefé (Brazil), and with

¹ Came into force on 15 January 1979 by the exchange of diplomatic notes confirming the completion of the required domestic formalities, in accordance with article 11.

the utilization of the coast stations situated in Belém, Santarém and Manaus (Brazil).

2.4. The Contracting Parties shall, before authorizing any other coast station in the Amazon region, seek to obtain the necessary co-ordination.

2.5. The provisions of the Agreement shall not affect the obligations and rights of the Contracting Parties under the International Telecommunication Convention¹ and its Regulations, including the right of each Contracting Party to have its coast stations cover the area of its own territory.

Article 3. TECHNICAL SPECIFICATIONS

3.1. The transmission equipment to be used in coast and ship stations shall be that approved by the respective Contracting Parties and shall have the following basic characteristics:

- (a) It shall have the minimum technical properties, as specified in appendices 3, 17A, 18 and 19 of the International Telecommunication Union Radio Regulations;
- (b) It shall permit operation on at least three channels.

3.2. The following frequency bands shall be used:

- (a) 2 MHz, 4 MHz and 8 MHz;
- (b) 156 MHz—174 MHz.

3.3. The types of emission permitted shall be radiotelegraphy (class A1) and radiotelephony (class 3A3A, 3A3J and 16F3).

3.4. Coast stations shall satisfy the following minimum equipment requirements:

- (a) Two transmitters with 1 kW peak envelope power;
- (b) Two receivers;
- (c) One 25-W VHF FM transceiver.

3.5. So long as local conditions require, the Tefé and Benjamin Constant (Brazil) stations shall be exempted from operating in the 156 MHz to 174 MHz band.

Article 4. OPERATING SPECIFICATIONS

4.1. Coast stations shall provide, as a minimum, public radiotelephone service and safety and assistance services.

4.2. Coast stations shall keep watch for at least eight hours per day.

4.3. Communication procedures (calls, replies, traffic lists, distress messages, etc.) shall conform to those in the International Telecommunication Union Radio Regulations.

Article 5. LIST OF STATIONS

5.1. The Contracting Parties shall publish and exchange their lists of coast and ship stations.

¹ United Nations, *Treaty Series*, vol. 1209, No. I-19497.

5.2. Amendments to the lists of stations shall be transmitted by the Contracting Party concerned and published as appropriate.

5.3. Each list of stations shall contain the following information:

- (a) Operating frequency;
- (b) Date of putting into service;
- (c) Call sign;
- (d) Contracting Party authorizing station operation;
- (e) Agency responsible for the station;
- (f) Geographical co-ordinates (coast stations);
- (g) Class of station and nature of service;
- (h) Class and power of emission (peak envelope power);
- (i) Azimuth of maximum radiation (coast stations);
- (j) Service schedule;
- (k) Other.

5.4. Either Contracting Party wishing to:

- (a) Change the characteristics of a station in the list of stations, or
- (b) Put into service a station not in the list of stations, shall notify and, if necessary, co-ordinate beforehand with the other Contracting Party.

5.5. Such notifications shall include all the characteristics mentioned in paragraph 5.3.

5.6. Only ship stations with a gross tonnage of 1,600 tons or less shall be included in the list of stations.

5.7. The Contracting Parties undertake to take the necessary precautions to prevent the lists of stations from being reproduced by non-authorized bodies.

Article 6. PROCEDURE IN CASE OF HARMFUL INTERFERENCE

6.1. The Contracting Parties shall co-operate in investigating and eliminating interference harmful to the mobile maritime service which is the subject of this Agreement.

6.2. In a case of harmful interference, the Contracting Parties shall exchange information in order to identify the source and establish the responsibility for the interference, and shall make suggestions regarding action to eliminate the interference.

6.3. The Contracting Parties undertake to monitor compliance with the provisions of the International Telecommunication Union Radio Regulations by stations carrying out emissions for tests, adjustments or experiments.

Article 7. INSPECTION OF SHIP STATIONS

7.1. Each Contracting Party shall have the right to inspect the ship stations of the other Contracting Party when they are in its territory and are responsible for an irregularity, with due respect for the rights of the Contracting Parties under existing bilateral agreements and international regulations.

7.2. A Contracting Party which carries out an inspection shall notify the other Contracting Party of the reason for the inspection, giving full details of the irregularities noted.

7.3. In the cases referred to in paragraph 7.2, if an irregularity is not corrected within 60 days of the date of the notification of the irregularity, the station responsible for the irregularity shall be removed from the list of stations.

Article 8. RATES AND SETTLEMENT OF ACCOUNTS

8.1. Service rates shall be established by mutual agreement between the operating agencies and ratified by the Contracting Parties.

8.2. Special rates may be established by prior agreement between the two Parties.

8.3. Any settlement of accounts between the operating agencies shall be included in the settlement of existing accounts between the agencies responsible for the international telecommunication services of the Contracting Parties.

Article 9. DENUNCIATION

9.1. Either Contracting Party may at any time denounce this Agreement by so notifying the other Contracting Party. The denunciation shall take effect six months after the date of notification.

9.2. Denunciation of the Agreement shall not release the Contracting Parties from any obligations or commitments assumed under existing international agreements and customary norms.

Article 10. REVISION

10.1. This Agreement is subject to revision upon the proposal of one of the Contracting Parties.

Article 11. ENTRY INTO FORCE

11.1 This Agreement shall enter into force with the exchange of diplomatic notes between the respective Governments, after the required domestic formalities have been completed.

DONE in two copies, in the Portuguese and Spanish languages, both equally authentic, and signed on board the Peruvian Navy ship *Ucayali*, anchored in the River Amazon (Solimões), at the frontier line between Brazil and Peru, on the fifth day of November 1976.

For the Government
of the Federative Republic of Brazil:

[Signed]

ANTONIO F. AZEREDO DA SILVEIRA

For the Government
of the Republic of Peru:

[Signed]

JOSÉ DE LA PUENTE RADBIL