No. 21218

BRAZIL
and
MOROCCO

Agreement on scheduled air transport (with annex, route schedule and protocol of signature). Signed at Brasília on 30 April 1975

Authentic texts: Portuguese and French.
Registered by Brazil on 27 August 1982.

BRÉSIL
et
MAROC

Accord relatif aux transports aériens réguliers (avec annexe, tableau de routes et protocole d'accord). Signé à Brasília le 30 avril 1975

Textes authentiques : portugais et français.
Enregistré par le Brésil le 27 août 1982.

[TRANSLATION — TRADUCTION]

AGREEMENT[1] ON SCHEDULED AIR TRANSPORT BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE KINGDOM OF MOROCCO

The Government of the Federative Republic of Brazil and

The Government of His Majesty the King of Morocco,

Desiring to stimulate the development of scheduled air transport between the Federative Republic of Brazil and the Kingdom of Morocco and to lend positive support to international co-operation in this sphere,

Desiring to apply to scheduled air transport 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 grant each other the rights specified in this Agreement and its annex in order that the scheduled international air services which are provided for therein and which are hereinafter referred to as "agreed services" may be established.

Article II. 1. Any of the agreed services may begin to operate immediately or subsequently, at the discretion of the Contracting Party to which such rights are granted, but not before:

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

(*b*) The Contracting Party which grants those rights has granted the necessary operating licence to the airline or airlines in question, such licence to be granted without delay, subject to the provisions of paragraph 2 of this article and of article III.

2. The designated airline or airlines may be required to satisfy the aeronautical authorities of the Contracting Party which grants the rights that they are qualified to fulfil the conditions provided for under the laws and regulations normally applied by those authorities with respect to the operations of commercial airlines.

Article III. Each Contracting Party reserves the right to withhold an operating licence from the airline designated by the other Contracting Party or to revoke such licence if it is not duly satisfied that substantial ownership and effective control of the airline in question are vested in nationals of the other Contracting Party, or in the 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

[1] Applied provisionally from 30 April 1975, the date of signature, and came into force definitively on 17 May 1978, i.e., 30 days after the date of the last of the notifications (effected on 17 February and 17 April 1978) by which the Contracting Parties informed each other of the completion of their constitutional formalities, in accordance with article XIV (1) and (2).

[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; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

rights have been granted in accordance with this Agreement and its annex, on when the aircraft used are not crewed by nationals of the other Contracting Party, except in cases where navigational staff are being trained.

Article IV. In order to prevent any discriminatory practices and to ensure complete equality of treatment, the Contracting Parties have agreed that:

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 which would be applied for the use of such airports and facilities by aircraft of its flag engaged in similar international services.

2. Aircraft used in international service by the designated airline or airlines of one Contracting Party, together with their regular equipment, its reserve of fuel, lubricating oils and aircraft stores (including food, beverages, tobacco), shall be exempt, upon entry into the territory of the other Contracting Party, from any customs duties, inspection fees and other similar duties or fees, on the condition that they remain on board until the departure of the aircraft from the said territory.

3. The following also qualify for exemption from the said duties or charges, with the exception of charges and remuneration for the provision of services:

(*a*) Aircraft stores of whatever origin obtained in the territory of one Contracting Party, in accordance with the regulations established by the authorities of the said Contracting Party, and taken aboard aircraft of the other Contracting Party which provide international service;

(*b*) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of the aircraft used in international service by the designated airline or airlines of the other Contracting Party;

(*c*) Fuel and lubricating oils for refuelling aircraft used in international service by the designated airline or airlines of either Contracting Party, even if they are used by the aircraft on flights over that territory.

4. The regular aircraft equipment, together with materials 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. At the time of unloading, they may be placed under the custody of the authorities until they are reloaded or until a customs declaration has been drawn up for them.

Article V. Certificates of airworthiness and certificates and licences issued or validated by one Contracting Party 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 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 and departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft during their stay in the said territory, shall be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of each Contracting Party governing the admission to or departure from its territory of passengers, crews and cargo, such as regulations

relating to immigration, customs and quarantine, shall be applied to the passengers, crews and cargo carried by aircraft of the designated airline of the other Contracting Party.

Article VII. In a spirit of close co-operation, the aeronautical authorities of the two Contracting Parties shall maintain contact in order to review the conditions for applying the principles established in this Agreement and its annex, and to verify that the said conditions are appropriate.

Article VIII. 1. Either Contracting Party may request consultations with the aeronautical authorities of the other Party for the interpretation, application or modification of the annex to this Agreement or if the other Contracting Party exercises the right referred to in article III.

2. Such consultation shall commence within a period of sixty (60) days from the date of notification of the request.

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

Article IX. 1. In the event of a dispute relative to the interpretation or application of this Agreement which cannot be settled in accordance with the provisions of article VIII, whether between the aeronautical authorities or the Governments of the Contracting Parties, the dispute shall, at the request of one of the Contracting Parties, be submitted to a Joint Commission.

2. Such Commission shall be composed of three (3) members: one each designated by the Contracting Parties, and a third selected by the first two from among the nationals of a third State to serve as President. If, within a period of two months from the submission of a proposal by one of the two Governments for a meeting of the Joint Commission, the two arbitrators have not been designated, or if after, or over the course of, one month from their designation, they have not agreed on the choice of the President, either of the Contracting Parties may request the President of the Council of the International Civil Aviation Organization to make the necessary designations.

3. If it is not possible to settle the dispute amicably, the Commission will decide upon the matter by a majority of votes. Unless the Contracting Parties decide otherwise, the Commission shall establish its own procedures and determine where it shall meet.

4. The Contracting Parties shall employ their best efforts within the limits of their authority to give effect to the decision of the Commission selected. Each Contracting Party shall be responsible for the costs incurred for the services of its representative, and for one half of the other costs.

Article X. 1. Either of the Contracting Parties may at any time notify the other Contracting Party of its desire to rescind this Agreement. The respective notification shall at the same time be communicated to the International Civil Aviation Organization. This Agreement shall cease to have effect six (6) months after receipt of the said notification by the other Contracting Party, unless it has been withdrawn by mutual consent prior to the expiry of that period.

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

Article XI. In the event of the entry into force of a multilateral air transport convention which has been ratified by the two Contracting Parties or to which they have acceded, this Agreement and its annex shall be revised so as to bring their provisions into line with those of the convention in question, provided that the said convention is already in force.

Article XII. This Agreement and its annex and any amendments to it shall be communicated to the International Civil Aviation Organization for registration.

Article XIII. For the purposes of implementing this Agreement and its annex:

(*a*) The term "aeronautical authorities" shall mean, in the case of the Federative Republic of Brazil, the Ministry of Air, and, in the case of the Kingdom of Morocco, the Ministry of Public Works and Communications (Air Department), or, in either case, any person or body authorized to fulfil the functions at present assigned to the said Ministries;

(*b*) The term "territory" shall have the meaning given to it in article 2 of the Convention on International Civil Aviation, concluded at Chicago on 7 December 1944;

(*c*) The term "designated airline" shall mean any airline 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 set forth in article 96, paragraphs (*a*), (*b*) and (*d*), of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, shall apply to this Agreement and its annex.

Article XIV. 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 that their respective constitutional procedures have been complied with.

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

DONE at Brasília on 30 April 1975, in duplicate in the Portuguese and French languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[*Signed*]

ANTONIO F. AZEREDO DA SILVEIRA

For the Government
of His Majesty the King of Morocco:

[*Signed*]

AISSA BENCHEKROUN

ANNEX

Section I. The Government of the Federative Republic of Brazil grants the Government of His Majesty the King of Morocco the right to operate air transport services to be provided by one or more airlines designated by the latter Government on the routes specified in schedule II of this annex.

Section II. The Government of His Majesty the King of Morocco grants the Government of the Federative Republic of Brazil the right to operate air transport services to be provided by one or more airlines designated by the latter Government on the routes specified in schedule I of this annex.

Section III. The airline or airlines designated by one of the Contracting Parties in accordance with the terms of the Agreement and this annex shall enjoy in the territory of the other Contracting Party, on each route specified in the route schedule established below, the right of overflight and to make stops for non-traffic purposes at all airports designated for international traffic, as well as the right to set down and pick up international traffic in passengers, cargo and mail at the points enumerated in the attached schedules.

Section IV. (*a*) The transport capacity afforded by the airlines of the two Contracting Parties shall be closely related to traffic requirements.

(*b*) The airlines designated by the two Contracting Parties shall be ensured fair and equitable treatment so that they may enjoy equal opportunities in the operation of the agreed services.

(*c*) The airlines designated by the Contracting Parties shall take into consideration their mutual interest when operating common routes, so as not to affect unduly the services in question.

(*d*) The agreed services shall have as their primary objective the provision of capacity adequate to the traffic requirements between the country to which the airline belongs and the countries for which the traffic is bound.

(*e*) The right of a designated airline to take on and discharge at the specified points and on the specified routes international traffic bound for or originating in third countries shall be exercised in accordance with the general principles of the orderly operation of air transport accepted by both Contracting Parties, with a view to adapting the capacity to:

1. Traffic requirements between the country of origin and the countries of destination;
2. The requirements of the economic operation of long-distance services; and
3. Traffic requirements in the area over which the services pass, with due consideration for the interests of local and regional services.

Section V. The aeronautical authorities of each of the Contracting Parties or their designated airline or airlines shall provide the aeronautical authorities of the other Contracting Party, at the latter's request, with the statistical reports required in order to determine the volume, and the origin and destination, of traffic on the agreed services.

Section VI. 1. The tariffs and rates to be charged by the designated airlines of one Contracting Party for the carriage of passengers and cargo proceeding to or from the territory of the other Contracting Party shall be set at reasonable levels, due consideration being given to all relevant factors, including operating costs, the characteristics of the service, reasonable profit and the tariffs and rates of other airlines.

2. The tariffs and rates referred to in paragraph 1 of this section, together with any applicable agency commissions shall, where possible, be agreed on by the airlines concerned, which have been designated by the two Contracting Parties, after consultation with the other airlines

operating on all or part of the route, such agreement to be made, where possible, through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs and rates thus agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the date they are to become applicable; in special cases, this period may be shortened, if the said authorities should so agree.

4. Where the designated airlines are unable to agree on any of these rates or where, for any other reason, a given tariff or rate cannot be fixed in the manner prescribed by paragraph 2 of this section, or where, during the first fifteen (15) days of the thirty-day period referred to in paragraph 3 of this section, either of the Contracting Parties notifies the other of its disapproval of any tariff or rate agreed on in the manner prescribed in paragraph 2 of this section, the aeronautical authorities of the Contracting Parties shall endeavour to determine such tariff or rate by mutual agreement.

5. The tariffs and rates established in the manner prescribed by this section shall remain in effect until new tariffs and rates are established in the manner prescribed in those same provisions.

Section VII. The time-tables shall indicate the type, model and configuration of the aircraft employed, as well as the frequency of services and landing points. Such time-tables shall be submitted by the designated airlines of each Contracting Party to the aeronautical authorities of the other Contracting Party at least thirty (30) days before the date on which they are to become effective. Such time-tables shall be approved within the above-mentioned period, unless they involve alteration of landing points or of capacity in a manner inconsistent with the provisions of this annex.

Section VIII. 1. The following alterations of established routes shall not be dependent upon prior agreement between the Contracting Parties, the respective notification from one aeronautical authority to the other being sufficient for:

(*a*) Inclusion or suppression of landing points in the territory of the Contracting Party which designates the airline;

(*b*) Omission of landing points in the territory of third countries.

2. The alteration of the agreed routes by inclusion of a landing point not provided for in the route schedule outside the territory of the Contracting Party which designates the airline shall be subject to prior agreement between the aeronautical authorities of both Parties.

ROUTE SCHEDULE

Brazil

Points in Brazil
One point in West Africa and/or
One point in Central Africa
Casablanca and/or Rabat
Zurich and/or
Frankfurt and/or
Copenhagen

Morocco

Points in Morocco
Dakar and/or one point in Central Africa
Rio de Janeiro and/or São Paulo
Montevideo and/or
Buenos Aires and/or
Santiago, Chile

PROTOCOL OF SIGNATURE

In the course of the air transport negotiations which culminated today in the drawing up of the Agreement on air transport between the Federative Republic of Brazil and the Kingdom of Morocco, the heads of the delegations of the two Contracting Parties reached agreement on the following points:

1. Initially, the designated airlines of each Contracting Party shall have the right to operate, on the specified routes, a maximum of three (3) weekly frequencies, in each direction. Any increase in capacity or in frequency shall be negotiated by the respective aeronautical authorities. However, the designated airlines may conclude agreements on the aforementioned increases, which they shall submit to the respective aeronautical authorities.

2. Notwithstanding the provisions of article III relating to the employment of foreign crew members, the designated airline of the Kingdom of Morocco may use such crew members, in which case, a list of the said crew members shall be submitted to the aeronautical authorities of Brazil. The said list shall state: the crew member's name, nationality, post, type and number of licence held, and the issuing authority of the licence. The said crew members may begin exercising their functions on the specified routes as soon as the aeronautical authorities of Brazil have communicated their approval. The same provisions shall apply to foreign crew members employed by the designated airline of the Government of Brazil.

3. The transfer of any surplus between revenues and expenditure shall be effected in accordance with the currency exchange procedures in force in the territory of each Contracting Party, which shall grant the necessary facilities for this purpose.