

**No. 22317**

---

**BRAZIL  
and  
PERU**

**Air Transport Agreement (with annex and route schedules).  
Signed at Rio de Janeiro on 28 August 1953**

*Authentic texts: Portuguese and Spanish.*

*Registered by Brazil on 30 August 1983.*

---

**BRÉSIL  
et  
PÉROU**

**Accord relatif aux transports aériens (avec annexe et  
tableaux de routes). Signé à Rio de Janeiro le 28 août  
1953**

*Textes authentiques : portugais et espagnol.*

*Enregistré par le Brésil le 30 août 1983.*

## [TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF BRAZIL AND THE REPUBLIC OF PERU

The Government of the Republic of the United States of Brazil and the Government of the Peruvian Republic, considering:

That it is desirable to promote the development of commercial aviation between the two countries, in order to bring about closer relations and increase exchanges between them;

That it is necessary to organize scheduled international air services in a safe and orderly manner, without prejudice to national interests, taking into account the development of international co-operation in the field of air transport;

That it is the aspiration of both countries to arrive at a general multilateral agreement on international air transport which is applicable to all nations;

That so long as no such multilateral agreement exists to which both countries are parties, an agreement must be concluded to ensure scheduled air communications between the two countries according to the Convention on International Civil Aviation adopted at Chicago on 7 December 1944;<sup>2</sup>

Have decided to conclude this Air Transport Agreement and to that end have appointed as their plenipotentiaries:

His Excellency Dr. Getúlio Dornelles Vargas, President of the Republic of the United States of Brazil, Mr. Vicente Ráo, Minister for Foreign Affairs, and Brigadier Nero Moura, Minister of Aeronautics;

His Excellency General D. Manuel A. Odría, President of the Peruvian Republic, Ricardo Rivera Schreiber, Minister for Foreign Affairs;

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

*Article I.* The Contracting Parties hereby grant each other the rights specified in this Agreement and its annex in order that the scheduled international air services described therein and hereinafter referred to as "agreed services" may be established.

*Article II.* 1. Once this Agreement has been ratified, the Contracting Party to which the rights are granted may, at its discretion, begin to operate any of the agreed services, provided that:

- (a) The Contracting Party to which the rights are granted designates one or more airlines of its own nationality for the route or routes specified;
- (b) The Contracting Party granting the rights issues the necessary licence to the airline or airlines in question, such licence to be issued without delay and in accordance with the provisions of paragraph 2 of this article and those of article IV.

<sup>1</sup> Came into force on 8 July 1957, the date of the exchange of the instruments of ratification, which took place at Lima, in accordance with article XII.

<sup>2</sup> 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.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Party granting the rights that they are able to fulfil the requirements of the laws and regulations normally applied by those authorities to the functioning of commercial airlines.

*Article III.* In order to prevent discriminatory practices and to ensure that the principle of equal treatment is observed:

1. The charges which one of the Contracting Parties imposes or permits to be imposed on the airline or airlines designated by the other Contracting Party for the use of airports and other facilities shall not be higher than those paid for the use of such airports and facilities by aircraft of its flag engaged in similar international services.

2. Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party or placed on board aircraft of the other Contracting Party in that territory, whether directly by a designated airline or on behalf of such airline, and intended solely for use by its aircraft, shall enjoy the same treatment as that granted to national airlines or to airlines of the most favoured nation with respect to customs duties, inspection fees and other national duties and charges.

3. Aircraft of one of the Contracting Parties used in the operation of the agreed services, and fuel, lubricating oils, spare parts, standard equipment and aircraft stores, on board such aircraft, shall be exempt from customs duties, inspection fees and similar duties or fees in the territory of the other Contracting Party, even if the supplies in question are used by aircraft in flight over that territory.

*Article IV.* The Contracting Parties reserve the right to deny an operating licence to an airline designated by the other Contracting Party, or to revoke such licence, if they are not duly satisfied that a minimum of 51 per cent of ownership and effective control of the airline in question is vested in nationals of the other Contracting Party, if the airline fails to comply with the laws and regulations referred to in article 13 of the Convention on International Civil Aviation or with the conditions under which rights are granted pursuant to this Agreement and its annex or if the aircraft in service are not crewed by nationals of the other Contracting Party, except in cases where navigational staff are being trained, in which case a maximum time-limit of three months shall apply.

*Article V.* If either of the Contracting Parties wishes to modify the terms of the annex to this Agreement or to exercise the right referred to in article IV above, it may request consultations between the aeronautical authorities of the two Contracting Parties. Such consultations must commence within a period of 60 days from the date of the request.

When the said authorities agree to modify the annex, the agreed changes shall enter into force once they have been confirmed by an exchange of notes through the diplomatic channel.

*Article VI.* Any disputes between the Contracting Parties concerning the interpretation or application of this Agreement or its annex which are not subject to the rules set forth in chapter XVIII of the Convention on International Civil Aviation and cannot be settled through consultation shall be submitted to arbitration.

*Article VII.* Either Contracting Party may at any time notify the other of its desire to revoke this Agreement. Such notification shall at the same time be communicated to the International Civil Aviation Organization. Once notification has been

given, this Agreement shall cease to have effect six (6) months after receipt of the notification by the other Contracting Party, unless it is withdrawn by mutual consent prior to the expiry of that period. If the Contracting Party to which notification was sent does not acknowledge its receipt, such notification shall be deemed to have been received fourteen (14) days after the International Civil Aviation Organization acknowledged its receipt.

*Article VIII.* In the event of the entry into force of a multilateral convention ratified by the two Contracting Parties, this Agreement and its annex shall be subject to any amendments resulting from that multilateral convention.

*Article IX.* This Agreement shall replace any licences, privileges or concessions granted for any reason by one of the Contracting Parties to airlines of the other Contracting Party and in existence at the time of its ratification.

*Article X.* This Agreement and all contracts relating thereto shall be registered with the International Civil Aviation Organization.

*Article XI.* For the purposes of this Agreement and its annex:

(a) The term "aeronautical authorities" shall mean, in the case of the Republic of the United States of Brazil, the Minister of Aeronautics and, in the case of the Peruvian Republic, the Minister of Aeronautics, or, in either case, any person or body authorized to perform their functions;

(b) The term "designated airline" shall mean any airline which one of the Contracting Parties has designated to operate the agreed services and concerning which written notification has been given to the competent aeronautical authorities of the other Contracting Party as provided for in article II of this Agreement;

(c) The term "scheduled international air services" shall mean international services operated by designated airlines with uniform frequency and according to pre-established schedules and routes approved by the Contracting Parties.

*Article XII.* This Agreement shall be ratified in accordance with the constitutional provisions of each Contracting Party and shall enter into force as of the date of the exchange of the instruments of ratification, which shall take place as soon as possible.

Both High Contracting Parties shall seek to give effect to the provisions of this Agreement, within the limits of their administrative powers, thirty (30) days after the date of its signature.

IN WITNESS WHEREOF the above-mentioned plenipotentiaries hereby sign this Agreement in duplicate in the Portuguese and Spanish languages and thereto affix their seals.

DONE at Rio de Janeiro on 28 August 1953.

For the Government of the United States of Brazil:

VINCENTE RÁO

NERO MOURA

For the Government of the Republic of Peru:

RICARDO RIVERA SCHREIBER

## A N N E X

## I

The Government of the Republic of the United States of Brazil hereby grants the Government of the Peruvian Republic the right to operate, through the airline or airlines designated by it, air transport services on the routes specified in schedule II attached hereto.

## II

The Government of Peru hereby grants the Government of the United States of Brazil the right to operate, through the airline or airlines designated by it, air transport services on the routes specified in schedule I attached hereto.

## III

The airline or airlines designated by the Contracting Parties under the terms of the Agreement and of this annex shall enjoy in the territory of the other Contracting Party, on each of the routes specified in the attached schedules, the right of transit and of stops for non-traffic purposes at airports open to international traffic and the right to take on and discharge international traffic in passengers, cargo and mail at the points listed in those schedules, on the terms set forth in section IV of this annex.

## IV

(a) The transport capacity offered 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 each other's interests into consideration in operating common routes or portions of routes, so as not to unduly affect their respective services.

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

(e) The right of the designated airline to take on and discharge, at the points and on the routes specified, international traffic bound for or originating in third countries shall be exercised in accordance with the general principles of the orderly development of air transport accepted by the two Contracting Parties, so that such capacity is adopted to:

1. The demand for traffic between the country of origin and countries of destination;
2. The requirements of economic operation of the services in question; and
3. Traffic demand in the region through which their routes pass, respecting the interests of local and regional services.

## V

The consultations provided for in article VI of the Agreement may be held especially, at the request of one of the Contracting Parties, to examine the conditions under which the principles set forth in section IV above are to be applied and, in particular, to prevent any of the designated airlines from obtaining more than its fair share of the traffic, it being understood that such consultations shall not interfere with the measures which either Contracting Party may have taken to that end.

## VI

(a) Tariffs shall be fixed at reasonable levels, taking into account all relevant factors, in particular, operating costs, reasonable profits, the rates charged by other airlines and the characteristics of each service, for instance, speed and comfort.

(b) Before they can take effect, the tariffs to be charged by the designated airlines of each Contracting Party between the points in Peruvian territory and the points in Brazilian territory mentioned in the attached schedules must be submitted to the aeronautical authorities for approval. The proposed rate schedule shall be submitted at least thirty (30) days prior to its anticipated date of entry into force. This period may be reduced in special cases at the discretion of the above-mentioned aeronautical authorities.

(c) The airlines of the Contracting Parties shall reach agreement, with the knowledge of their respective aeronautical authorities, on the rates to be charged for passengers and cargo on the common portions of their routes, after consulting, if necessary, with the airlines of third countries operating on all or part of the same routes.

(d) The recommendations of the International Air Transport Association (IATA) shall be taken into consideration in fixing rates.

(e) If the airlines are unable to reach agreement on the proposed rates, the competent aeronautical authorities of both Contracting Parties shall endeavour to arrive at a satisfactory solution.

In the last resort, the procedure set forth in article VI of the Agreement shall be followed.

## VII

Changes in the air routes specified in the attached schedules, with the exception of those altering the points served in the territory of the other Contracting Party, shall not be regarded as modifying the annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided that they notify the authorities of the other Contracting Party without delay.

If the latter authorities find that, on the basis of the principles set forth in section IV of this annex, the interests of their national airlines have been adversely affected by the airlines of the other Contracting Party since traffic is already provided between their territory and the new stop in a third country, the aeronautical authorities of both Contracting Parties shall consult with one another with a view to arriving at a satisfactory agreement.

## VIII

Once this Agreement has entered into force, the aeronautical authorities of the two Contracting Parties shall, as soon as possible, transmit to each other information on the authorizations granted to the respective airlines designated to operate all or part of the agreed services. This exchange of information shall include, in particular, a copy of the authorizations granted, together with any amendments thereto, and the corresponding annexes.

For the Government of the United States of Brazil:

VINCENTE RÁO

NERO MOURA

For the Government of the Republic of Peru:

RICARDO RIVERA SCHREIBER

## SCHEDULE I

## BRAZILIAN ROUTES TO PERU AND THROUGH PERUVIAN TERRITORY

- A) Brazilian routes to Peruvian territory:
  - 1. From Brazil, via intermediate points in Bolivia, to Lima, in both directions;
  - 2. From Brazil to Iquitos and Lima, in both directions.
- B) Brazilian routes through Peruvian territory:
  - 1. From Brazil, via Bolivian territory, to Lima and beyond to third countries, on reasonably direct routes, in both directions;
  - 2. From Brazil to Iquitos and beyond to points in third countries, on reasonably direct routes, in both directions.

## SCHEDULE II

## PERUVIAN ROUTES TO BRAZIL AND THROUGH BRAZILIAN TERRITORY

- A) Peruvian routes to Brazilian territory:
    - 1. From Peru, via intermediate points in Bolivia, to Campo Grande, São Paulo and Rio de Janeiro, in both directions;
    - 2. From Peru, via Tabatinga, to Manaus and Belém, in both directions.
  - B) Peruvian routes through Brazilian territory:

From the terminal points specified in the above routes to any other points and beyond to third countries, in both directions, on reasonably direct routes.
-