

**No. 27510**

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**BRAZIL  
and  
CANADA**

**Agreement on air transport (with annex). Signed at Brasília  
on 15 May 1986**

*Authentic texts: Portuguese, English and French.*

*Registered by Brazil on 17 August 1990.*

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**BRÉSIL  
et  
CANADA**

**Accord sur le transport aérien (avec annexe). Signé à Brasília  
le 15 mai 1986**

*Textes authentiques : portugais, anglais et français.*

*Enregistré par le Brésil le 17 août 1990.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON AIR TRANSPORT

The Government of Canada and the Government of the Federative Republic of Brazil, hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944,<sup>2</sup>

Desiring to conclude an agreement supplementary to the said Convention for the purpose of establishing commercial air services between and beyond their respective territories,

Have agreed as follows:

### *Article I. (DEFINITIONS)*

For the purpose of this Agreement, unless otherwise stated:

a) "Aeronautical Authorities" means, in the case of Canada, the Minister of Transport and the Canadian Transport Commission and, in the case of the Federative Republic of Brazil, the Minister of Aeronautics or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

b) "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

c) "Agreement" means this Agreement, the Annex attached thereto, and any amendments to the Agreement or to the Annex;

d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

e) "Designated airline" means an airline which has been designated and authorized in accordance with Articles IV and V of this Agreement;

f) "Tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply including, to the extent required by respective national laws and regulations, prices and conditions for agency services and other services performed by the carrier in connection with air transportation, but excluding remuneration and conditions for the carriage of mail;

<sup>1</sup> Came into force provisionally on 15 May 1986, the date of signature, and definitely on 26 July 1990, the date of the last of the notifications by which the Contracting Parties informed each other of the completion of the constitutional requirements, in accordance with article XXIV.

<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.

g) "Territory", "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;

h) "Change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown, in accordance with Article III of this Agreement, by aircraft different in capacity from those used on another section.

#### *Article II. (GRANT OF RIGHTS)*

1. Each Contracting Party grants to the other Contracting Party except as otherwise specified in the Annex the following rights for the conduct of international air services by the airline or airlines designated by the other Contracting Party:

- a) To fly without landing across the territory of the other Contracting Party;
- b) To make stops in the said territory for non-traffic purposes; and
- c) To make stops in the said territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Agreement shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail destined for another point in the territory of that other Contracting Party.

#### *Article III. (CHANGE OF GAUGE)*

A designated airline of one Contracting Party may make a change of gauge at any point on the specified route only on the following conditions:

- i) That it is justified by reason of economy of operation;
- ii) That the capacity of the aircraft used on the section of the route more distant from the territory of the Contracting Party designating the airline is not larger in capacity than that used on the nearer section;
- iii) That the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity 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 of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- iv) That there is an adequate volume of through traffic carried to or from another territory;
- v) 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, unless otherwise permitted by the Annex;
- vi) That in connection with any one aircraft flight into the territory of the other Contracting Party, only one flight may be made out of that territory unless the airline is authorized by the aeronautical authorities of the other Contracting Party to operate more than one flight; and
- vii) That the provisions of Article XI of the present Agreement shall govern all arrangements made with regard to change of gauge.

#### *Article IV. (DESIGNATION)*

Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party and to substitute another airline for that previously designated. The number of airlines designated by each Contracting Party shall not exceed two (2) at any one time.

#### *Article V. (AUTHORIZATION)*

1. Following receipt of a notice of designation or of substitution pursuant to Article IV of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant without delay to the airline or airlines so designated the appropriate authorizations to operate the agreed services for which that airline has been designated.

2. Upon receipt of such authorizations the airline may begin at any time to operate the agreed services, in whole or in part, provided that the airline complies with the applicable provisions of this Agreement and that tariffs are established in accordance with the provisions of Article XIV of this Agreement.

#### *Article VI. (REVOCATION AND LIMITATION OF AUTHORIZATION)*

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article V of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorization or impose conditions, temporarily or permanently:

*a)* In the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention;

*b)* In the event of failure by such airline to comply with the laws and regulations of that Contracting Party;

*c)* In the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; and

*d)* In case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article XVIII of this Agreement.

#### *Article VII. (APPLICATIONS OF LAWS)*

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline or airlines of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline or airlines of the other Contracting Party and by or on

behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

3. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article VIII. (RECOGNITION OF CERTIFICATES AND LICENCES)*

1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the routes specified in the Annex, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may, if necessary, request consultations in accordance with Article XVIII of this Agreement with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure of consultations to result in a satisfactory agreement on matters regarding flight safety will constitute grounds for the aeronautical authorities of the Contracting Party requesting consultations to withhold the authorizations referred to in Article V of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions, temporarily or permanently.

*Article IX. (AVIATION SECURITY)*

1. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,<sup>1</sup> the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on December 16, 1970,<sup>2</sup> and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971.<sup>3</sup>

2. The Contracting Parties agree to provide aid to each other as necessary with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, airports and air navigation facilities and any other threat to aviation security.

3. When an incident, or threat of an incident, of unlawful seizure of aircraft, airports or other unlawful acts against the safety of aircraft, airports and air naviga-

<sup>1</sup> United Nations, *Treaty Series*, vol. 704, p. 219.

<sup>2</sup> *Ibid.*, vol. 860, p. 105.

<sup>3</sup> *Ibid.*, vol. 974, p. 177 and vol. 1217, p. 404 (corrigendum to volume 974).

tion facilities occurs, the Contracting Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of the other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

5. The Contracting Party shall act consistently with applicable aviation security provisions established by the International Civil Aviation Organization. Should a Contracting Party depart from such provisions, the other Contracting Party may, if necessary, request consultations with that Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request. Failure of consultations to result in a satisfactory agreement on matters regarding aviation security will constitute grounds for the aeronautical authorities of the Contracting Party requesting consultations to withhold the authorizations referred to in Article V of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions, temporarily or permanently.

#### *Article X. (AIRPORT AND FACILITY CHARGES)*

1. The charges imposed in the territory of one Contracting Party on the aircraft of the designed airline or airlines of the other Contracting Party for the use of airports and other aviation facilities shall not be higher than those imposed on aircraft of a national airline of the first Contracting Party engaged in similar international air services.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, and where practicable, through the airlines' representative organizations.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

#### *Article XI. (CAPACITY)*

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services.

2. The agreed services to be operated by the designated airlines of the Contracting Parties shall have as their primary objective the provision at reasonable load factors of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.

3. Each Contracting Party and its designated airline(s) shall take into consideration the interests of the other Contracting Party and its designated airlines(s) so as not to affect unduly the services which the latter provides.

4. Except as otherwise specified in the Annex to this Agreement, the capacity to be provided on the specified routes shall be approved by the aeronautical authorities of both Contracting Parties and shall take into account the principles laid down in this Article and the interests of the designated airlines.

*Article XII. (STATISTICS)*

1. The aeronautical authorities of each Contracting Party shall provide or shall cause their designated airlines to provide the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airlines between points on the routes specified in the Annex to this Agreement.

2. The details of the methods by which such statistics shall be provided shall be agreed upon between the aeronautical authorities and implemented without delay after a designated airline of one or both Contracting parties commences operation, in whole or in part, on the agreed services.

*Article XIII. (CUSTOMS DUTIES AND OTHER CHARGES)*

1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline or airlines of such other Contracting Party operating the agreed services, as well as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

*a)* Introduced into the territory of one Contracting Party by or on behalf of the designated airline or airlines of the other Contracting Party;

*b)* Retained on board aircraft of the designated airline or airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

*c)* Taken on board aircraft of the designated airline or airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline or airlines 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 re-exported or otherwise disposed of in accordance with Customs regulations.

#### *Article XIV. (TARIFFS)*

1. The tariffs for carriage on agreed services to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including the interest of users, cost of operation, reasonable profit, characteristics of service, and, where it is deemed suitable, the tariffs of other airlines operating over all or part of the same route.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon, if possible, between the designated airlines of the Contracting Parties; such agreement shall be reached, whenever possible, through the international tariff coordination mechanism of the International Air Transport Association. Unless otherwise determined in the application of paragraph 4 of this Article, each designated airline shall be responsible only to its aeronautical authorities for the justification and reasonableness of the tariffs so agreed.

3. The tariffs so agreed shall be submitted to and received by the aeronautical authorities of the Contracting Parties at least forty-five (45) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities. If within thirty (30) days from the date of receipt the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be acceptable and shall come into effect on the date stated in the proposed tariff. In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than thirty (30) days.

4. If a tariff cannot be established in accordance with the provisions of paragraph 2 of this Article, or, if during the period applicable in accordance with paragraph 3 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves. Consultations between the aeronautical authorities will be held in accordance with Article XVIII of this Agreement.

5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4 of this Article the dispute shall be settled in accordance with the provisions of Article XX of this Agreement.

6. *a)* No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph 3 of Article XX of this Agreement.

*b)* When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article or Article XX of this Agreement.

7. If the aeronautical authorities of one of the Contracting Parties become dissatisfied with an established tariff, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt, where required, to reach an agreement. If within the period of ninety (90) days from the day of receipt of such notification, a new tariff cannot be established in accordance with



the provisions of paragraphs 2 and 3 of this article, the procedures as set out in paragraphs 4 and 5 of this Article shall apply.

8. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that

a) The tariffs charged and collected conform to the tariffs accepted by both aeronautical authorities and

b) No airline rebates portion of such tariffs by any means.

#### *Article XV. (SALES AND TRANSFER OF FUNDS)*

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion through its agents. Each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion and to the extent permitted by national laws of that territory, in freely convertible currencies of other countries and, to the same extent, any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Consistent with respective foreign currency regulations applicable to all countries in like circumstances, each designated airline shall have the right at any time to convert and remit to its country revenues accrued from the sale of passenger, cargo and mail transportation after deduction of expenses incurred in the territory of the other Contracting Party. Such conversion and remittance shall be made promptly in accordance with the formalities in effect and at the applicable foreign exchange rates for current payments prevailing at the time of conversion. Charges, if any, for such transactions shall not be greater than those imposed on any airline operating international services.

#### *Article XVI. (AIRLINE REPRESENTATIVES)*

1. The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of agreed services.

2. These staff requirements may, at the option of a designated airline of one Contracting Party, be satisfied by its own personnel, or by using the services of another designated airline of that Contracting Party, or by using the services of any authorized national organization, company or airline of the other Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. Both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties except in special circumstances determined by the national authorities concerned. Where such permits, visas or documents are required, they shall be issued promptly so as not to delay the entry into the State of the personnel concerned.

*Article XVII. (APPLICABILITY TO CHARTER SERVICES)*

1. The provisions set out in Articles VII, VIII, IX, X, XII, XIII, XV, XVI, and XVIII of this Agreement shall be applicable also to charter flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.

2. The provision of paragraph 1 of this Article shall not affect national laws and regulations governing the right of air carriers to operate charter flights or the conduct of air carriers or other parties involved in the organization of such operations.

*Article XVIII. (CONSULTATIONS)*

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 of its Annex.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

*Article XIX. (MODIFICATIONS OF AGREEMENT)*

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

*Article XX. (SETTLEMENT OF DISPUTES)*

1. If any dispute arises 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, or either Contracting Party may submit the dispute 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 arbitrators. 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 notice through diplomatic channels requesting arbitration of the dispute 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, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

*Article XXI. (TERMINATION)*

Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article XXII. (REGISTRATION WITH ICAO)*

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

*Article XXIII. (MULTILATERAL CONVENTIONS)*

If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article XIX of this Agreement may be held with a view to determining the extent to which this Agreement is affected to the provisions of the multilateral convention.

*Article XXIV. (ENTRY INTO FORCE)*

This Agreement will be applied provisionally by the Canadian and Brazilian authorities in their respective areas of competence from the date of its signing and will enter into force when the Contracting Parties have notified each other, through diplomatic channels, that the constitutional requirements have been complied with.

*Article XXV. (TITLES)*

Titles used in this Agreement are for reference purposes only.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Brasília on this 15th day of May in the English, French and Portuguese languages, each version being equally authentic.

For the Government  
of Canada:

[Signed]

ANTHONY TUDOR EYTON

For the Government  
of the Federative Republic  
of Brazil:

[Signed]

ROBERTO DE ABREU SODRÉ

## ANNEX

## SECTION I

Route to be operated by the designated airline or airlines of the Federative Republic of Brazil:

| <i>Points<br/>of Origin</i> | <i>Intermediate<br/>Points</i> | <i>Points<br/>in Canada</i> | <i>Points<br/>beyond</i> |
|-----------------------------|--------------------------------|-----------------------------|--------------------------|
| Points in Brazil            | To be agreed                   | Montreal,<br>Toronto        | To be agreed             |

NOTES. 1. Any point or points specified above may be omitted on any or all services but all services shall originate or terminate in Brazil.

2. Service at Toronto shall be operated in periods of the day and at a terminal building acceptable to airport management, consistent with requirements of the Government of Canada regarding exceptions to the moratorium on additional foreign airline entry at Pearson International Airport (Toronto).

3. For the purpose of Article XI the airline or airlines designated by the Federative Republic of Brazil shall in total be entitled to operate two flights weekly in each direction of DC-10 or equivalent aircraft. Any change to the permitted frequency and capacity shall be determined pursuant to the provisions of Article XI.

4. The designated airline(s) of Brazil shall file schedules with the aeronautical authorities of Canada in accordance with Canadian regulations. Such schedules shall include all relevant information such as the type, model and configuration of aircraft, frequency of service, and points to be served. Such schedules shall be accepted or approved if they conform to the provisions of the Annex to this Agreement.

## ANNEX

## SECTION II

Route to be operated by the designated airline or airlines of Canada:

| <i>Points<br/>of Origin</i> | <i>Intermediate<br/>Points</i> | <i>Points<br/>in Brazil</i>  | <i>Points<br/>beyond</i> |
|-----------------------------|--------------------------------|------------------------------|--------------------------|
| Points in Canada            | To be agreed                   | Rio de Janeiro,<br>São Paulo | To be agreed             |

NOTES. Any point or points specified above may be omitted on any or all services but all services shall originate or terminate in Canada.

2. For the purpose of Article XI the airline or airlines designated by Canada shall in total be entitled to operate two flights weekly in each direction of DC-10 or equivalent aircraft. Any change to the permitted frequency and capacity shall be determined pursuant to the provisions of Article XI.

3. The designated airline(s) of Canada shall file schedules with the aeronautical authorities of Brazil in accordance with Brazilian regulations. Such schedules shall include all relevant information such as the type, model and configuration of aircraft, frequency of service, and points to be served. Such schedules shall be accepted or approved if they conform to the provisions of the Annex to this Agreement.