

No. 32470

**BRAZIL
and
PORTUGAL**

**Agreement on scheduled air transport (with annex and route
schedule). Signed at Brasília on 7 May 1991**

Authentic text: Portuguese.

Registered by Brazil on 31 January 1996.

**BRÉSIL
et
PORTUGAL**

**Accord relatif aux transports aériens réguliers (avec annexe
et tableau de routes). Signé à Brasília le 7 mai 1991**

Texte authentique : portugais.

Enregistré par le Brésil le 31 janvier 1996.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON SCHEDULED AIR TRANSPORT BETWEEN THE
GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL
AND THE GOVERNMENT OF THE REPUBLIC OF PORTUGAL

The Government of the Federative Republic of Brazil and

The Government of the Republic of Portugal

(Hereinafter referred to as the “Contracting Parties”),

Desiring to develop scheduled air services between their two countries in order to reinforce the bonds of friendship and international cooperation between the Brazilian and Portuguese peoples by means of rapid communications,

Aware of the need for such services to be developed in an orderly manner, on a basis of reciprocity and in the most economical manner compatible with operational safety and the public interest,

Considering that the principles and provisions of the Convention on International Civil Aviation, concluded at Chicago on 7 December 1944² by duly accredited plenipotentiaries acting within the limits of the powers conferred on them, must be applied to those services, and bearing in mind the international obligations undertaken by the two countries,

Have agreed as follows:

Article 1

TERMINOLOGY

For the purposes of this Agreement:

I. “Agreement” means the Agreement proper, its annex and its schedule of routes, and any amendments to the Agreement or to its annex or schedule of routes made as provided for in the Agreement proper.

II. “Territory”, in relation to a State, means the land areas, the territorial waters adjacent thereto, the submarine continental shelf and the airspace within the limits and under the sovereignty of the said State.

III. “Aeronautical authorities” means, in the case of the Federative Republic of Brazil, the Ministry of Aeronautics and, in the case of Portugal, the Directorate-General of Civil Aviation of the Ministry of Public Works, Transport and Communications and, in both cases, the person or body legally authorized to exercise functions currently within the competence of the aforementioned authorities.

¹ Came into force on 20 April 1994, i.e., 30 days after the date of receipt of the last of the notifications by which the Contracting Parties had informed each other of the completion of the constitutional formalities, in accordance with article 23.

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.

IV. “Designated airline” means the air transport enterprise which the Government of one Contracting Party has notified the Government of the other Contracting Party as being the company which will operate the air services listed in the schedule of routes specified in this Agreement and which the other Contracting Party has accepted under the terms of article 3.

V. “Air service” means any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail.

VI. “International air service” means an air service which passes through the airspace over the territory of more than one State.

VII. “Airline” means any air transport enterprise offering or operating an international air service.

VIII. “Stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

IX. “Tariff” means the price for the carriage of passengers, baggage and cargo and, generally, the conditions of carriage which apply, as well as the prices and conditions for agency and other auxiliary services, but excluding payments and conditions for the carriage of mail.

X. “Portuguese-Brazilian traffic” means all traffic carried in the sector between Brazil and Portugal, with the exception of traffic which is limited to changes of service without a voluntary break of journey in either Brazil or Portugal. For the purposes of this definition, any break of journey lasting less than 24 hours shall not be considered voluntary.

Article 2

GRANTING OF RIGHTS

I. Each Contracting Party shall grant the other Contracting Party the following rights for the operation of international air services by the airline designated by that other Contracting Party:

- (a) The right to overfly the territory of the other Contracting Party;
- (b) The right to land in the said territory for non-traffic purposes;

(c) The right to land in the said territory, in accordance with the terms specified in the annex and the routes set out in the schedule of routes, for the purpose of taking on or discharging international traffic in passengers, cargo or mail, carried separately or in combination.

II. No provision of this Agreement shall confer upon the designated airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo or mail destined for another point in the territory of that other Contracting Party.

Article 3

DESIGNATION AND PERMITS

I. Each Contracting Party shall inform the other Contracting Party in writing of the designation or substitution of the airline that is to operate the agreed air services on the specified routes.

II. Upon receiving such designation, the other Contracting Party shall, once the conditions of paragraphs III and IV of this article have been met, grant the designated airline without delay the necessary permits to operate the agreed services.

III. The aeronautical authorities of one Contracting Party may demand that the designated airline of the other Contracting Party demonstrate, in accordance with the provisions of the aforementioned Chicago Convention, that it is able to comply with the obligations set forth in the laws and regulations applied by those authorities to the operation of international air services.

IV. Each Contracting Party shall have the right to deny or revoke the permits referred to in paragraph II of this article if it cannot be demonstrated that substantial ownership and effective control of the airline are vested in the Contracting Party which designated the airline or in its nationals.

V. When an airline has been so designated and authorized, it may begin to operate the agreed services at any time, once its timetables have been approved and once tariffs which conform to the provisions of this Agreement are in force on such service.

Article 4

REVOCATION OF PERMITS

I. Each Contracting Party reserves the right to revoke a permit granted to the airline designated by the other Contracting Party or to suspend the exercise by that airline of the rights specified in this Agreement:

1. If it has not been demonstrated that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in its nationals;

2. If that airline does not comply with the laws and regulations of the Contracting Party granting those rights;

3. If the airline ceases to operate the authorized services according to the terms set forth in this Agreement.

II. Each Contracting Party may impose such conditions as it deems necessary for the exercise of the rights set forth in this Agreement, in the cases envisaged in subparagraphs 2 and 3 of paragraph I.

III. Unless immediate revocation, suspension or imposition of conditions is essential to prevent further breaches of laws or regulations, the measures provided for above shall be taken only after consultation with the other Contracting Party. Such consultation shall begin within 60 days of the corresponding notification.

Article 5

APPLICATION OF LAWS

I. The laws and regulations of a Contracting Party relating to the entry, presence or departure of aircraft used in international air services or to the operation of such aircraft during their presence in its territory shall apply to the aircraft of the airline designated by the other Contracting Party.

II. The laws and regulations of a Contracting Party applicable to the entry, presence or departure of passengers, crews, baggage, mail and cargo, as well as its entry, departure, immigration, customs and quarantine procedures, shall apply also, in that country, to passengers, crews, baggage, mail and cargo transported by the airline designated by the other Contracting Party.

Article 6

DUTIES, TAXES AND FEES

I. In order to prevent discriminatory practices and ensure equality of treatment, it is established that:

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

2. Fuel, lubricating oils and spare parts brought into the territory of either Contracting Party by or on behalf of an airline designated by one of the Parties, for the exclusive use of aircraft of that airline, shall enjoy treatment as favourable as that granted to a national airline or a most favoured nation, in respect of customs duties, inspection fees and other national charges; by the Contracting Party into whose territory such goods have been imported;

3. The aircraft of a Contracting Party used in the operation of the agreed services, and such fuel, lubricating oils, spare parts, standard equipment and aircraft stores, including food, drink and tobacco and other products for sale in limited quantities to passengers during the flight, as are on board the aircraft of an airline designated by a Contracting Party, shall on both arrival in and departure from the territory of the other Contracting Party be exempt from customs duties, inspection fees or similar taxes, even if such aircraft use such supplies while flying over that territory.

II. The goods listed in subparagraph I.3 above and exempt thereunder may not be unloaded from the aircraft in the territory of the other Contracting Party without the consent of its customs authorities and shall remain subject to the control of those authorities insofar as they are not used by the airline.