

No. 33370

**MEXICO
and
BRAZIL**

**Agreement concerning air services (with annex). Signed at
Brasília on 26 May 1995**

Authentic texts: Spanish and Portuguese.

Registered by Mexico on 18 November 1996.

**MEXIQUE
et
BRÉSIL**

**Accord relatif aux services aériens (avec annexe). Signé à
Brasília le 26 mai 1995**

Textes authentiques : espagnol et portugais.

Enregistré par le Mexique le 18 novembre 1996.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL CONCERNING AIR SERVICES

The Government of the United Mexican States 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 in Chicago on 7 December 1944,²

Desiring to contribute to the development of international civil aviation,

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1

DEFINITIONS

For the interpretation and purposes of this Agreement and its Route Schedule, the following terms shall have the following meaning:

A. The term “the Convention” means the Convention on International Civil Aviation, opened for signature in Chicago on 7 December 1944 and any amendment thereto which has been ratified by both Contracting Parties;

B. The term “this Agreement” includes the Route Schedule annexed hereto and any amendments to this Agreement or to the Route Schedule;

C. The term “aeronautical authorities” means, in the case of the United Mexican States, the Ministry of Communications and Transport and, in the case of the Federative Republic of Brazil, the Ministry of Aeronautics, or, in both cases, any person or body authorized to perform any function currently exercised by the above-mentioned authorities;

D. The terms “air services”, “international air services”, “airline” and “stop for non-commercial purposes” have the meanings respectively given to them in article 96 of the Convention;

E. The term “designated airline” means an airline which has been designated and authorized in accordance with article 3 of this Agreement.

F. The term “tariff” has any of the following meanings:

- i) The fare charged by an airline for the carriage of passengers and their baggage on air services and the rates and conditions applicable to auxiliary services;

¹ Came into force on 28 June 1996 by notification, in accordance with article 19.

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.

- (ii) The freight charged by an airline for the carriage of cargo (with the exception of mail) on air services;
- (iii) The conditions governing the availability or application of such fare or freight charge, including any advantages connected with the passenger fare or freight charge;
- (iv) The amount of the commission paid by an airline to an agent for tickets sold or air waybills issued by the agent for carriage on air services.

G. The term “aeronautical tariff” means the price charged by airlines for the use of airport facilities and services relating to air navigation and aviation security;

H. The term “frequency” means the number of round-trip flights operated by an airline on a specific route over a given period;

I. The term “specified routes” means the routes established in the Route Schedule attached to this Agreement;

J. The term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, dominion or trusteeship of such State.

Article 2

GRANTING OF RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the specified routes. While an agreed service is being operated on a specific route, the designated airlines of each Contracting Party shall enjoy:

- (a) The right to overfly the territory of the other Contracting Party;
- (b) The right to land in that territory for non-traffic purposes;
- (c) The right to embark and disembark in the said territory, at the points on the specified routes, passengers, baggage, cargo and mail, separately or together, to or from points in the territory of the other Contracting Party;
- (d) The right to embark and disembark in the territories of third countries, at the points on the specified routes, passengers, baggage, cargo and mail, separately or together, to or from points in the territory of the other Contracting Party. This right shall be exercised only after prior consultations between the aeronautical authorities.

2. Nothing in paragraph 1 of this article shall be deemed to confer on a designated airline of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate, through a diplomatic note addressed to the other Contracting Party, an airline or airlines for the purpose of operating the agreed services.

2. On receipt of notification of designation, the aeronautical authorities of each Contracting Party shall, in accordance with their laws and regulations, without delay grant to the airline or airlines designated by the other Contracting Party the appropriate operating authorizations.

3. Each Contracting Party shall have the right to refuse to issue the authorizations referred to in the preceding paragraph, or to issue such authorization under the conditions it deems to be necessary for the exercise by a designated airline or airlines of the rights specified in article 2 of this Agreement, in cases where it is not satisfied that substantial ownership and effective control of the airline or airlines are vested in the Contracting Party which has designated it or in its nationals or in both.

4. The aeronautical authorities of one Contracting Party may require an airline or airlines designated by the other Contracting Party to satisfy them that they are qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

5. When an airline has been designated and authorized, it may begin to operate the agreed services, assuming that it complies with the applicable provisions of this Agreement.

6. Each Contracting Party shall have the right to withdraw the designation of an airline and to designate another one through a diplomatic note.

Article 4

REVOCATION OR SUSPENSION OF AUTHORIZATIONS

1. The aeronautical authorities of each Contracting Party shall have the right to revoke or suspend authorizations to exercise the rights specified in article 2 of this Agreement by the designated airline or airlines of the other Contracting Party, or to impose such conditions as it may deem necessary, on a temporary or permanent basis, on the exercise of such rights if:

(a) The airline or airlines fail to comply with the laws and regulations of the Contracting Party granting these rights;

(b) The authorities are not satisfied that substantial ownership and effective control of the airline or airlines are vested in the Contracting Party designating the airline or in its nationals or in both;

(c) The said airline or airlines fail to operate in accordance with the conditions prescribed under this Agreement.

2. Such right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation or suspension of the authorization provided for under paragraph 1 of this article or the imposition of conditions is essential to prevent further infringements of laws or regulations.

Article 5

APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations governing entry into, sojourn in and departure from the territory of each Contracting Party of aircraft engaged in international air

navigation of passengers, crews, baggage, cargo and mail, together with immigration and customs procedures and sanitary measures, shall also apply in that territory to operations by the designated airlines of the other Contracting Party.

2. In the application of the laws and regulations referred to in this article, neither Contracting Party shall grant less favourable treatment to the designated airline or airlines of the other Contracting Party than to its own airline or airlines.

Article 6

RECOGNITION OF CERTIFICATES OF AIRWORTHINESS AND LICENCES

1. Certificates of airworthiness, certificates of competency 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 purpose of operating on the routes described in the Route Schedule.

2. Nevertheless, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight over its own territory, the validity of certificates of competency and licences issued to its own nationals by another State.

Article 7

CHARGES FOR THE USE OF AIRPORTS

Each Contracting Party may impose or permit to be imposed on the aircraft of the other Party just and reasonable charges for the use of airports and other facilities. Each Contracting Party agrees, however, that these charges shall not be higher than those paid by aircraft operated by its nationals engaged in similar international air services for the use of such airports and facilities.

Article 8

CUSTOMS DUTIES

1. Aircraft used for international air services by the airlines designated by either Contracting Party and standard equipment used for the operation of the aircraft, fuel, lubricants, consumable technical supplies, spare parts and stores (including food, beverages and tobacco) on board such aircraft shall be exempt, on a basis of reciprocity, from all customs duties, taxes and similar charges, and from charges which are not based on the cost of services provided upon arrival, provided that such standard equipment and other supplies remain on board the aircraft.

2. The following items shall be also be exempt, on a basis of reciprocity, from such duties, taxes and charges, with the exception of charges for services performed: lubricating oils, consumable technical supplies, spare parts, tools and special maintenance equipment, uniforms, stores (including food, beverages and tobacco), airline documentation such as tickets, pamphlets, timetables and other printed material required by the airline for its operations, and advertising material which is deemed necessary and which is exclusively for use in the airline's activities, when sent by or for the airline of one Contracting Party to the territory of the other Contracting Party, together with materials taken on board aircraft of the airlines of