

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE KINGDOM OF BELGIUM**

**AND**

**THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL**

**ON AIR SERVICES**

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BETWEEN  
THE GOVERNMENT OF THE KINGDOM OF BELGIUM  
AND  
THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL  
ON AIR SERVICES**

**THE GOVERNMENT OF THE KINGDOM OF BELGIUM**

**AND**

**THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL,**

(hereinafter referred to as “the Parties”),

**BEING PARTIES** to the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944;

**DESIRING** to sign a complementary agreement to that Convention aiming to establish air services between their respective territories and beyond, and to favor all forms of civil cooperation in the air transport sector;

**DESIRING** to ensure the highest degree of safety and security in international air transport,

**HAVE AGREED** as follows:

## ARTICLE 1

### DEFINITIONS

For the purposes of this Agreement, unless otherwise stated, the term:

- a) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes any Annex thereto adopted under Article 90 of the Convention and any amendment to the latter or its Annexes, adopted under Articles 90 and 94 insofar as Annexes and amendments have been adopted by the Parties;
- b) "Agreement" means this Agreement, its Annex and any amendments thereto;
- c) "aeronautical authorities" means, in the case of the Federative Republic of Brazil, the Civil Aviation Authority, constituted by the National Civil Aviation Agency (ANAC) and in the case of the Kingdom of Belgium, the Federal Public Service Mobility and Transport, Belgian Civil Aviation Authority, or in both cases any person or body authorized to carry out the functions presently performed by the above mentioned authorities;
- d) "territory", "air services", "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;
- e) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- f) "agreed services" means the air services established for the transportation of passengers, cargo and mail, separately or in combination, on the routes specified in the Annex to this Agreement;
- g) "tariffs" means any of the following:
  - (i) the value to be paid to an airline for the carriage of passengers and baggage for air services rendered and the commissions and conditions applicable in connection with air services;
  - (ii) the freight to be paid to an airline for the carriage of cargo (except mail) for air services rendered;
  - (iii) the conditions governing the availability or applicability of such passenger or freight tariffs, including any advantages thereof;
  - (iv) the value of a commission paid by an airline to an agent, in respect of tickets sold or to airway bills filled out by that agent for air services transportation;
- h) "change of gauge" means the operation of one of the services agreed by a designated airline so that the service can be offered on a part of the route by aircraft of similar or inferior capacity to those operating on another part of the route;
- i) "aircraft equipment, ground equipment, aircraft stores, spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;

- j) "user charge" means a charge made to airlines for the provision of airport facilities and services, of air navigation and aviation security;
- k) the term "nationals of the Kingdom of Belgium" shall be understood as referring to nationals of European Community Member States;
- l) the term "airlines of the Kingdom of Belgium" shall be understood as referring to airlines designated by the Kingdom of Belgium.

## **ARTICLE 2**

### **GRANT OF RIGHTS**

1. Unless otherwise specified in the Annex, each Party grants to the other Party the rights specified below for the purpose of operating international air services by the airline designated by the other Party:
  - a) the right to fly without landing across the territory of the other Party;
  - b) the right to make stops in the territory of the other Party for non-traffic purposes; and
  - c) the right to embark and disembark at the points on the routes specified in the Annex international traffic in passengers, cargo and mail, separately or in combination.
2. Nothing in paragraph 1 of this Article shall be deemed to confer on the designated airline of one Party the right of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined to another point in the territory of the said Party.

## **ARTICLE 3**

### **DESIGNATION AND AUTHORISATION OF AIRLINES**

1. Each Party shall have the right to designate in writing to the other Party one or more airlines for the purpose of operating the agreed services on the specified routes. These designations are made through diplomatic channels.
2. On receipt of a designation by one Party made in accordance with the provisions of paragraph 1 of this Article, and if so requested by the designated airline, in the form and manner prescribed, the Aeronautical Authorities of the other Party shall grant, with minimum delay, the appropriate operating authorisations, provided:
  - a) in the case of an airline designated by the Kingdom of Belgium:
    - (i) it is established in the territory of the Kingdom of Belgium under the Treaty establishing the European Community and has a valid Operating Licence in accordance with European Community law; and

- (ii) effective regulatory control of the airline is exercised and maintained by the European Community Member State responsible for issuing its Air Operator's Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and
    - (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Community or the European Free Trade Association and/or by nationals of such States; and
  - b) in the case of an airline designated by the Federative Republic of Brazil:
    - (i) the airline is established in the territory of the Federative Republic of Brazil and is licensed in accordance with the applicable law of the Federative Republic of Brazil; and
    - (ii) the Federative Republic of Brazil has and maintains effective regulatory control of the airline; and
    - (iii) the airline is owned directly or through majority ownership by the Federative Republic of Brazil and/or nationals of the Federative Republic of Brazil, and is effectively controlled by such state and/or its nationals;
  - c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air transportation by the Party considering the application or applications in conformity with the provisions of the Convention; and
  - d) the standards set forth in Articles 7 and 8 are being maintained and administered.
- 3. When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, subject to compliance with the provisions of this Agreement.

#### **ARTICLE 4**

##### **WITHDRAWAL OR SUSPENSION OF AN OPERATING AUTHORISATION**

- 1. Each Party shall have the right to refuse, revoke or suspend an operating authorisation the exercise of the rights granted in this Agreement to an airline designated by the other Party, or impose such conditions on the exercise of these rights as it may deem necessary where:
  - a) in the case of an airline designated by the Kingdom of Belgium:
    - (i) the airline is not established in the territory of the Kingdom of Belgium under the Treaty establishing the European Community or has not a valid Operating Licence in accordance with European Community law; or
    - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Community Member State responsible for issuing its Air Operator's Certificate, or the relevant Aeronautical Authority is not clearly identified in the designation; or

- (iii) the airline is not owned directly or through majority ownership or it is not effectively controlled by Member States of the European Community or the European Free Trade Association and/or by nationals of such States; or
- (iv) the air carrier is already authorised to operate under a bilateral agreement between the Federative Republic of Brazil and another Member State and the Federative Republic of Brazil demonstrates that, by exercising traffic rights under this Agreement on a route that includes a point in that other Member State, it would be circumventing restrictions on traffic rights imposed by that other agreement; or
- (v) the air carrier holds an Air Operators Certificate issued by a Member State and there is no bilateral air services agreement between the Federative Republic of Brazil and that Member State, and traffic rights to that Member State have been denied to the air carrier designated by the Federative Republic of Brazil.

In exercising its right under this paragraph, the Federative Republic of Brazil shall not discriminate between Community air carriers on the grounds of nationality.

- b) in the case of an airline designated by the Federative Republic of Brazil:
  - (i) the airline is not established in the territory of the Federative Republic of Brazil or has not a valid Operating Licence in accordance with the applicable law of the Federative Republic of Brazil; or
  - (ii) the Federative Republic of Brazil is not having and maintaining effective regulatory control of the airline; or
  - (iii) the airline is not owned directly or through majority ownership by the Federative Republic of Brazil and/or nationals of the Federative Republic of Brazil, or is not at all times effectively controlled by such State and/or its nationals;
- c) in the case of failure by that airline to comply with the laws or regulations normally and reasonably applied to the operation of international air transportation by the Party granting those rights; and
- d) in any case the standards set forth in this Agreement, especially in Articles 7 and 8, are not being maintained and administered.

- 2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

## **ARTICLE 5**

### **APPLICATION OF LAWS AND REGULATIONS**

- 1. The laws and regulations of one Party governing entry into, stay in or departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft, shall be applied to the designated airline of the other Party upon entering, departing from or while within the territory of the first Party.

2. The laws and regulations of one Party relating to the entry into, departure from, transit, immigration, passports, customs, currency, health and quarantine shall apply to the designated airline of the other Party, its crew and passengers, or on its behalf, to cargo and mail in transit, entry, departure and while within the territory of this Party. The passengers in transit within the territory of one of the Parties shall be only submitted to a brief control.
3. Neither Party shall give preference to its own or any other airline engaged in similar international air transportation in the application of regulations mentioned in paragraphs 1 and 2 of this Article, nor in the utilization of airports, airways, air traffic services and facilities under its control.

## **ARTICLE 6**

### **CERTIFICATES AND LICENSES**

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Party and still in force, shall be recognized as valid by the other Party for the purpose of operating the agreed services on the routes specified in the Annex, provided that such certificates and licenses are issued or rendered valid in conformity with the standards established pursuant to the Convention.
2. Each Party, however, reserves the right to refuse to recognize as valid for the purpose of flights above within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.
3. In case the certificates and licenses referred to in paragraph 1 of this Article have been issued or rendered valid according to standards different from those determined pursuant to the Convention and, in case this difference has been notified to the International Civil Aviation Organization (ICAO), the aeronautical authorities of the other Party may request consultation in accordance with Article 18 of this Agreement to ensure that the above mentioned standards are acceptable. The impossibility to reach understanding in respect of the questions relating to flight safety shall justify the application of Article 4 of this Agreement.

## **ARTICLE 7**

### **OPERATIONAL SAFETY**

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.
5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.
7. Where the Kingdom of Belgium has designated an airline whose regulatory control is exercised and maintained by another Member State of the European Union, the rights of the Federative Republic of Brazil under this Article shall apply equally in respect of the maintenance, exercise or administration of safety standards by that Member State of the European Union and in respect of the operating authorisation of that airline.

## **ARTICLE 8**

### **AVIATION SECURITY**

1. Consistent with the rights and obligations under International Law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under International Law, the Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board of Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, or any other Convention on Civil Aviation Security which both Parties adhere to.
2. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.



3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention, to the extent that such security provisions are applicable to the Parties; the Parties shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in their territory and in the case of the Kingdom of Belgium, operators that are established in its territory and have an operating licence in accordance with European Community law, as well as the operators of airports in their territory, act in conformity with such aviation security provisions. In this paragraph, reference to the aviation security provisions includes any difference notified by the Party concerned. Each Party shall give advance information to the other Party of its intention to notify any difference concerning these provisions.
4. Each Party agrees that its operators of aircraft may be required to observe, for departure from, or while within the territory of the other Party, the aviation security provisions in conformity with the law in force in that country including, in the case of Belgium, European Community law, in accordance with Article 5 of this Agreement. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, and their baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable and proportionate special security measures to meet a particular threat. In this case such measures must be discussed in details and its cost be considered and shared by both Parties.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. If one of the Parties fails to comply with the provisions relating to aviation security referred to in the present Article, the aeronautical authorities of the other Party shall have the right to request immediate consultations with the aeronautical authorities of the mentioned Party. In case it is impossible to reach a satisfactory solution within a period of 30 (thirty) days, the application of Article 4 of the present Agreement shall be justified.

## **ARTICLE 9**

### **USER CHARGES**

1. User charges imposed in the territory of one of the Parties to the designated airline of the other Party for the use of airports and other air navigation facilities by the aircraft of a designated airline of the other Party shall not exceed those imposed on a national airline of the first Party operating similar scheduled international services.
2. Each Party shall encourage consultations on user charges between its competent authorities and the designated airlines using the services and facilities provided by those authorities, where practicable through those airlines' representative organizations. Proposals for the modification of user charges shall be communicated to the users with reasonable notice, to enable them to express their views before changes are made.

## ARTICLE 10

### GROUND HANDLING PROVISIONS

1. Subject to the laws and regulations of each Contracting Party including, in the case of the Kingdom of Belgium, European Community law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide for ground handling services in whole or in part.
2. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

## ARTICLE 11

### CUSTOMS DUTIES AND CHARGES

1. Each Party on the basis of reciprocity shall exempt a designated airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, taxes, inspection fees and other national, regional and local duties and charges, not based on the cost of services provided on arrival, on aircraft, fuel, lubricants, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products intended for sale to passengers in limited quantities during flight) and other articles intended for use solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services, as well as other items such as air tickets, printed material with the airline logotype and publicity material distributed free of charge by the designated airline.
2. The exemptions granted by this Article shall apply to the products referred to in paragraph 1 of this Article, whether or not such products are used or consumed wholly within the territory of the other Party granting the exemption when:
  - a) introduced into the territory of one Party by or on behalf of the designated airline of the other Party provided that these products are not sold within the territory of the Party granting the exemption;
  - b) retained on board of aircraft of the designated airline of one Party from arrival until leaving the territory of the other Party;
  - c) taken on board aircraft of the designated airline of one Party and intended for use in operating the agreed services.
3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such case, these items may be placed under the supervision of the mentioned authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Baggage and goods in direct transit shall be exempt from customs duties and other taxes.
5. The exemptions under this Article shall be granted also when the airline of the Party has entered into agreements with another airline receiving the same exemptions from the other Party, taking into account the loan or transfer into the territory of the other Party of the items referred to in paragraph 1 of this Article.

## **ARTICLE 12**

### **CAPACITY**

1. The total capacity to be provided on the agreed services by the designated airlines of the Parties shall be agreed between the aeronautical authorities of both Parties.
2. There will be fair and equal competition opportunities for the designated airlines of both Parties to operate the agreed services on the specified routes in the Annex of the present Agreement.
3. In the operation of the agreed services, the designated airline of each Party shall consider the interests of the designated airline of the other Party, so as not to unduly affect the services provided by the latter on the entire or part of the same route.
4. The agreed services to be operated by the designated airlines of the Parties shall have as a characteristic a close relation with the needs of the public for transportation on the specified routes and shall have as their primary objective the provision at reasonable load factors of capacity adequate to meet normal traffic requirements usually expected for the transportation of passengers, cargo and mail between the territories of the two Parties.
5. Transportation of passengers and cargo, including mail, embarked and disembarked at points on the specified routes other than the territory of the Party designating the airline shall be determined according to the general principle that the capacity shall be related to:
  - a) the traffic demand to and from the territory of the Party designating the airline;
  - b) the traffic demand in the region in which the agreed services are operated, taking into consideration the other services established by the airlines of the States included in that region; and
  - c) the operation requirements of long haul flights.
6. The airlines shall submit to approval, within a maximum period of 30 (thirty) days before the commencement of operation of the agreed services, the operation programs to the aeronautical authorities of both Parties. These shall include the type of services, types of aircraft, frequencies and flight timetables. This shall equally apply to all modifications thereafter. In specific cases, this period of time may be reduced with the approval of the aeronautical authorities.

## ARTICLE 13

### CHANGE OF GAUGE

A designated airline of a Party may substitute one aircraft for another in the territory of the other Party to points beyond, under the following conditions:

- a) that it is justified by reasons of economy of operations;
- b) that the aircraft operating on the more distant section from the territory of the Party designating the airline offers the service solely according to the aircraft operating on the nearer sector and its timetable is determined accordingly; the first one shall arrive at the point of change to carry the traffic from the second aircraft or disembark the traffic that is taken on board by the latter, and its capacity shall be determined with primary reference to this purpose;
- c) the airline shall not hold itself out to the public by advertisement, as providing a service which originates at a point where the change of aircraft is made, unless otherwise established in the Annex;
- d) in all flights destined to the territory of the other Party where the change of aircraft is made, only one flight may be exchanged against one flight, unless if more than one flight is approved by the aeronautical authorities of the other Party.

## ARTICLE 14

### TARIFFS

1. The tariffs to be applied by the designated airlines of a Party for services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit, tariffs of other airlines, and other commercial considerations in the market-place.
2. The Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, artificially low because of direct or indirect subsidy or support, or predatory.
3. Each Party may require notification or filing of tariffs proposed by the designated airline(s) of both Parties for carriage to or from its territory. Such notification or filing may be required not more than thirty (30) days before the proposed date of introduction. In special cases, this period may be reduced.
4. Each Party shall have the right to approve or disapprove tariffs for one-way or round-trip carriage between the territories of the two Parties which commences in its own territory. The tariffs to be charged by a designated airline of one Party for carriage between the territory of the other Party and that of a third State on services covered by this Agreement shall be subject to the approval requirements of the other Party. Neither Party shall take unilateral action to prevent the inauguration of proposed tariffs or the continuation of effective tariffs for one-way or round-trip carriage between the territories of the two Parties commencing in the territory of the other Party.

5. Approval of tariffs consequent upon the provisions of paragraph 4 above may be given expressly by either Party to the airline(s) filing the tariffs. However, if the Party concerned has not given in writing to the other Party notice of disapproval of such tariffs of the airline(s) of the other Party within thirty (30) days from the date of submission, the tariffs concerned shall be considered approved. In the event of the period of submission being reduced in accordance with paragraph 3, the Parties may agree that the period within which any disapproval shall be given be reduced accordingly.
6. Where either Party believes that a tariff for carriage to its territory falls within the categories described in paragraph 2 above, such Party shall give notice of dissatisfaction to the other Party, as soon as possible, and at least within thirty (30) days of the date of notification or filing of the tariff, and may avail itself of the consultation procedures set out in paragraph 7 below.
7. Each Party may request consultations regarding any tariff of an airline of either Party for services covered by this Agreement, including where the tariff concerned has been subject to a notice of disapproval or dissatisfaction. Such consultations shall be held not later than sixty (60) days after receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement, each Party shall use its best efforts to put that agreement into effect. If no agreement is reached, the decision of the Party in whose territory the carriage originates shall prevail.
8. A tariff established in accordance with the provisions of this clause shall remain in force, unless withdrawn by the airline(s) concerned or until a new tariff has been approved. However a tariff shall not be prolonged for more than 6 months after the date on which it otherwise would have expired unless approved by the Parties. Where a tariff has been approved without an expiry date and where no new tariff has been filed and approved, that tariff shall remain in force until either of the Parties gives notice terminating its approval on its own initiative or at the request of the airline(s) concerned. Such termination shall not take place with less than thirty (30) days notice.
9. The Parties shall endeavor to ensure that active and effective machinery exists within their jurisdictions to investigate violations by any airline, passenger or freight agent, tour organizer, or freight forwarder, of tariffs established in accordance with this Article. They shall furthermore ensure that the violation of such tariffs is punishable by deterrent measures on a consistent and non-discriminatory basis.
10. Notwithstanding the provisions of paragraphs 1 to 9 of this Article, the tariffs to be charged by the designated airline(s) of the Federative Republic of Brazil for carriage wholly within the European Community shall be subject to European Community law.

## **ARTICLE 15**

### **CURRENCY CONVERSION AND REMITTANCE OF EARNINGS**

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services in excess of sums locally disbursed, with conversion and remittance permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.
2. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges except those normally made by banks for the carrying out of such conversion and remittance.

3. The provisions of this Article do not exempt the airlines of both Parties of the duties, taxes and contributions they are subject to.
4. If there is an especial agreement between the Parties to avoid double taxation, or an especial agreement which regulates transferring of funds between the Parties, such agreements shall prevail.

## **ARTICLE 16**

### **SALE AND MARKETING OF AIR TRANSPORT SERVICES**

1. Each Party shall accord airlines of the other Party the right to sell and market international air services in its territory directly or through agents or other intermediaries of the airline's choice, including the right to establish offices, both on-line and off-line.
2. Each airline shall have the right to sell transportation in the currency of that territory or, subject to its national laws and regulations, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.
3. The designated airline or airlines of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
4. These staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Party and authorized to perform such services for other airlines.
5. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations:
  - a) each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 3 of this Article; and
  - b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

## **ARTICLE 17**

### **EXCHANGE OF INFORMATION**

1. The aeronautical authorities of both Parties shall exchange information as far as feasible, relating to authorizations in force in their designated airlines concerning the operation of services with origin/destination and stop in the territory of the other Party, and shall also issue copies of certificates and authorizations in force in respect of air services operated on the specified routes, as well as amendments, exemptions and tables of services authorized.

2. Each Party shall ensure that its designated airline provides the aeronautical authorities of the other Party, with minimum delay, copies of tariffs, tables and amendments, as well as of all pertinent information concerning the operation of services, including the capacity on each specified route, and any other information required demonstrating to the aeronautical authorities of the other Party that the provisions of this Agreement are being complied with.
3. Each Party shall ensure that its designated airline provides to the aeronautical authorities of the other Party, at its request, statistics concerning the traffic transported on the services agreed, indicating the embarkation and disembarkation points.

## **ARTICLE 18**

### **CONSULTATIONS**

1. The aeronautical authorities of the Parties shall request mutual consultations regularly with a view to ensuring a close collaboration concerning all the questions relating to the application of provisions of this Agreement and of its Annex.
2. Such consultations shall start within a period of 60 (sixty) days from the date of receipt of request, except if otherwise agreed by the Parties.

## **ARTICLE 19**

### **SETTLEMENT OF DISPUTES**

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, except those that may arise under Articles 7 (Operational Safety), 8 (Aviation Security) and 14 (Tariffs), the Aeronautical Authorities of both Parties shall in the first place endeavour to settle it by direct negotiations in accordance with the provisions of Article 18 of this Agreement.
2. If the Parties fail to reach an agreement, the dispute shall be settled through diplomatic consultations.

## **ARTICLE 20**

### **AMENDMENTS**

1. Any amendment of this Agreement agreed to by the Parties in accordance with Article 18 (Consultations), shall come into effect on a date to be determined by an exchange of diplomatic notes, indicating that all necessary internal procedures have been completed by both Parties.
2. Any amendment of the Annex may be made by written agreement between the aeronautical authorities of the Parties and shall come into force when confirmed by an exchange of diplomatic notes.

## **ARTICLE 21**

### **TERMINATION**

1. Each Party may, at any time, give notice in writing, through diplomatic channels, of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.
2. The Agreement shall terminate 1 (one) year after the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received 14 (fourteen) days after receipt of notice by the International Civil Aviation Organization.

## **ARTICLE 22**

### **REGISTRATION WITH ICAO**

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

## **ARTICLE 23**

### **ENTRY INTO FORCE**

1. This Agreement will enter into force on a date to be determined in an exchange of diplomatic notes indicating that all necessary internal procedures have been completed by both Parties.
2. By the same exchange of notes, the Agreement on Air Transport signed by the Parties on November 18, 1999, and its annexes, shall cease to produce any effect.

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



DONE at Brussels, on the 4<sup>th</sup> of October 2009, in two original copies, in Dutch, French, Portuguese and English, each of which being of equal authenticity. In the event of any divergence of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT  
OF THE KINGDOM OF BELGIUM:**

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a series of loops and a long horizontal stroke extending to the right.

**FOR THE GOVERNMENT  
OF THE FEDERATIVE REPUBLIC  
OF BRAZIL**

A handwritten signature in black ink, featuring a large, stylized initial 'C' followed by a series of loops and a long horizontal stroke extending to the right.

# ANNEX

## SCHEDULE OF ROUTES

1. Routes of Belgium for passenger services

Points of departure	Intermediate points	Points in Brazil	Points beyond
Points in Belgium	2 points on the direct route (South Atlantic and Africa, with exclusion of Europe) to be nominated later. Zurich* or any other point in Switzerland*	Rio de Janeiro and São Paulo (both co-terminal points)	Buenos Aires Montevideo Santiago de Chile

*\*Without traffic rights to/from Brazil*

2. Routes of Brazil for passenger services

Points of departure	Intermediate points	Points in Belgium	Points beyond
Points in Brazil	Cape Verde Casablanca Athens* Barcelona*	Points in Belgium	Tel-Aviv Frankfurt Berlin Beijing

*\*Without traffic rights to/from Belgium*

3. Routes of Belgium for cargo services

Points of departure	Intermediate points	Points in Brazil	Points beyond
Points in Belgium	Any points	Rio de Janeiro/São Paulo* and 2 additional points to be nominated later	Any points

*\*except Guarulhos*

4. Routes of Brazil for cargo services

Points of departure	Intermediate points	Points in Belgium	Points beyond
Points in Brazil	Any points	Points in Belgium	Any points

**NOTES:**

- Any point or points on the agreed routes may be omitted by the designated airlines of both Parties or may be operated in a different order on any or all flights, provided that the point of departure or arrival is in the country of their nationality.

2. The designated airlines are not allowed to substitute or operate points beyond as intermediary points or intermediary points as point beyond.
  3. Both Parties are entitled to operate 7 (seven) weekly frequencies on combination services and 7 (seven) weekly frequencies on all cargo services.
  4. To the additional Brazilian point beyond in China, the provisions concerning the exercise of 5th freedom traffic rights shall be applied as specified in paragraph 2 of MOU of Oct 29, 1992:  
*"5th freedom, reserved to the service of 3 points beyond Brazil and beyond Belgium, shall be operated, between the Parties, limited to a quota of 30% (thirty per cent) of the 3rd and 4th freedom traffic between Belgium and Brazil and vice-versa, by the designated airline for the operation of services. This quota shall be computed annually and shall be based on exercising 3rd and 4th freedom rights during the previous 12 (twelve) months"*.
  5. On the Belgian route, 5th freedom rights shall not be exercised between Zurich, or another point in Switzerland, and Brazil. Besides, the operation of 5th freedom rights of the 2 intermediary points of each Party shall be subject to a commercial agreement between the designated airlines.
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