

AIR SERVICES AGREEMENT
BETWEEN
THE FEDERATIVE REPUBLIC OF BRAZIL
AND
THE GOVERNMENT OF THE KINGDOM OF [Denmark/Norway/Sweden]

The Federative Republic of Brazil ("Brazil") and the Government of the Kingdom of ("[Denmark/Norway/Sweden]") hereinafter referred to as "Parties";

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

Desiring to contribute to the progress of international civil aviation;

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1

Definitions

1. For the purposes of this Agreement, unless otherwise stated, the term:
 - a) "aeronautical authority" means, in the case of Brazil, the civil aviation authority represented by the National Civil Aviation Agency (ANAC); and in the case of [Denmark/Norway/Sweden] [*the Danish Transport, Construction and Housing Authority/the Ministry of Transport and Communications/the Swedish Transport Agency*] or in both cases any other authority or person empowered to perform the functions exercised by the said authorities;
 - b) "Agreement" means this Agreement, any annex to it, and any amendments thereto;
 - c) "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - 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 Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
 - e) "designated airline" means an airline which has been designated in accordance with Article 3 (Designation and Authorization) of this Agreement;

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- f) "price" means the prices to be paid for the carriage of passengers and baggage, and the conditions for other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration and conditions for the carriage of mail.
 - g) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
 - h) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and
 - i) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention.
 - j) "EEA EFTA States" means Member States of the European Free Trade Association that are also Parties to the Agreement on the European Economic Area.
2. References in this Agreement to airlines of [Denmark/Norway/Sweden] shall be understood as referring to airlines designated by [Denmark/Norway/Sweden].

ARTICLE 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in this Agreement.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:
 - a) to fly without landing across the territory of the other Party;
 - b) to make stops in the territory of the other Party for non-traffic purposes;
 - c) to make stops at the point(s) on the route(s) specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail separately or in combination; and
 - d) other rights specified in this Agreement.
3. The airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.
4. Nothing in this Agreement shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined for another point in the territory of the other Party.

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ARTICLE 3

Designation and Authorization

1. Each Party shall have the right to designate in writing to the other Party, an airline or airlines to operate the agreed services and to withdraw or alter such designation.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:
 - a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:
 - i) it is established in the territory of [*Denmark/Norway/Sweden*] under the EU Treaties or under the Agreement on the European Economic Area and has a valid Operating Licence in accordance with European Union law or in accordance with national law adopted under the Agreement on the European Economic Area; and
 - ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State or the EEA EFTA State responsible for issuing its Air Operator Certificate and the relevant aeronautical authority is clearly identified in the designation;
 - b) in the case of an airline designated by Brazil:
 - i) it is established and has its principal place of business in the territory of Brazil and
 - ii) effective regulatory control of the designated airline is exercised and maintained by Brazil; and
 - c) the Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); and
 - d) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
3. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Withholding, Revocation and Limitation of Authorization

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently in the event:
 - a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:
 - i) that the airline is not established in the territory of [*Denmark/Norway/Sweden*] under the EU Treaties or in accordance with the Agreement on the European Economic Area, or does not have a valid Operating Licence in accordance with

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- European Union law or in accordance with national law adopted in accordance with the Agreement on the European Economic Area; or
- ii) that effective regulatory control of the airline is not exercised or not maintained by the European Union Member State of the EEA EFTA State responsible for issuing its Air Operator Certificate, or the relevant aeronautical authority is not clearly identified in the designation;
- b) in the case of an airline designated by Brazil:
 - i) that the airline is not established and does not have its principal place of business in the territory of Brazil; or
 - ii) that effective regulatory control of the airline is not exercised and maintained by Brazil;
 - c) of failure of the Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); or
 - d) of failure of such designated airline to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of the present 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

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the airlines of the other Party.
2. The laws and regulations of one Party regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airlines of the other Party and by or on behalf of passengers, crew, cargo and mail, upon transit of, admission to, departure from and while within the territory of such a Party.
3. Neither Party may grant any preference to any airline over a designated airline of the other Party in the application of the laws and regulations provided for in this Article.
4. Passengers, baggage, cargo and mail in direct transit shall be subject to no more than a simplified customs and immigration control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 6

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid in accordance with the laws and regulations of one Party, including, in the case of

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[~~Denmark~~ Norway/Sweden], European Union laws and regulations or national law adopted under the EEA Agreement and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.
3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 7

Safety

1. Each Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Party. 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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline or airlines of one Party on services to or from the territory of the other Party, may, while within the territory of the other Party, be made the subject of an examination by the authorised representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. The Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention if any such ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

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- (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, the other Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.
6. Each Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.
8. Where [*Denmark/Norway/Sweden*] has designated an air carrier whose regulatory control is exercised and maintained by another European Union Member State or EEA EFTA State, the rights of the other Party under Articles 3 and 4 shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State or EEA EFTA State, and in respect of the operating authorisation of that air carrier.

ARTICLE 8

Aviation Security

1. Consistent with their 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 Offences and Certain Other Acts Committed on Board 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 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other convention and protocol relating to the security of civil aviation binding upon the Parties .
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 ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft having their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and

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practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft shall be required to observe, for entry into, departure from, or while within, the territory of the other Party, aviation security provisions in conformity with the law in force in that country, including in the case of [Denmark/Norway/Sweden], European Union law and EEA law. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or 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. Each Party shall also give sympathetic consideration to a request from the other Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Party could make in the territory of the other Party their own assessment of the security measures in respect of flights destined for the territory of the Party making that request.
7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 9

User Charges

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its own airlines operating between the territories of the Parties.
2. Any air navigation facility charge imposed on international traffic performed by airlines designated or licensed by one of the Parties shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the relevant guidelines issued by the International Civil Aviation Organization (ICAO).
3. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Parties of airports as well as of all other facilities under their control.
4. Each Party shall encourage consultations on user charges between its competent charging authority and airlines using the service and facilities provided, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their

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views before changes are made. Each Party shall further encourage its competent charging authority and such users to exchange appropriate information concerning user charges.

ARTICLE 10

Customs Duties

1. Aircraft operated on international air services by a designated airline of either Party, as well as its regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported.
2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from duties, fees and charges referred to in paragraph 1 of this Article:
 - a) aircraft stores, introduced into or supplied in the territory of a Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Party;
 - b) spare parts, including engines, introduced into the territory of a Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Party;
 - c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft engaged in an international air service of a designated airline of the other Party, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.
3. The items referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.
4. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Party.
5. Nothing in this Agreement shall prevent [Denmark/Norway/Sweden] from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of Brazil that operates between a point in the territory of [Denmark/Norway/Sweden] and another point in the territory of [Denmark/Norway/Sweden] or a point in the territory of another European Union Member State or EEA EFTA State.

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ARTICLE 11

Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.
2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 12

Pricing

1. Prices charged for air services operated under this Agreement shall be freely established by the airlines and shall not be subject to approval.
2. Each Party may, for information purposes, require notification of any price charged by its own designated airline(s) or the designated airline(s) of the other Party provided that such notification is required pursuant to national regulations.

ARTICLE 13

Competition

1. The Parties shall inform each other, upon request, about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.
2. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.
3. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.

ARTICLE 14

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 and associated activities directly linked to air transport 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 without restrictions in conformity with the applicable laws and regulations and are not subject to any charges except those normally made by banks for the carrying out of such conversion and remittance.

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3. If there is a special agreement between the Parties to avoid double taxation, or a special agreement which regulates transferring of funds between the Parties, such agreements shall prevail.

ARTICLE 15

Commercial Activities

1. Each Party shall accord designated 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 such currencies . A Party shall not restrict the right of a designated airline of the other Party to pay in local or any freely convertible currency its locally incurred costs.
3. The designated airline or airlines of one Party shall be allowed, on the basis of reciprocity and subject to the laws and regulations of the other Party, to bring into and to maintain in the territory of the other Party their representatives and administrative, 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.

ARTICLE 16

Code Sharing

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with an airline or airlines of either Party, and/or an airline or airlines of a third Party, provided that:
 - a) the operating carrier holds the appropriate traffic rights; and
 - b) the marketing carrier holds the appropriate route rights within the relevant bilateral provision.
2. All airlines in such arrangements must, in respect of any ticket sold by them, make it clear to the purchaser at the point of sale with which airline or airlines the purchaser is entering into a contractual relationship.
3. Code-share arrangements may be subject to prior approval of the appropriate authorities before implementation.
4. If, in the case of a code-share arrangement with an airline or airlines of a third country, such third country does not acknowledge or allow comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country, the Parties have the right not to accept such arrangements.

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ARTICLE 17

Operational Flexibility

The designated airlines of each Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to being authorised on such basis by the aeronautical authority of both Parties. In order to use aircraft on a lease basis in accordance with this Article, the designated airlines shall also be required to meet the conditions prescribed under the law and regulations normally applied to the operation of international air services by the Parties.

ARTICLE 18

Statistics

The aeronautical authorities of each Party shall provide or cause its designated airline or airlines to provide the aeronautical authorities of the other Party, upon request, available periodic or other statements of statistics as may be reasonably required.

ARTICLE 19

Filing of Schedules

The designated airline of each Party shall comply with the regulation for filing of its envisaged flight schedules with the aeronautical authorities of the other Party as well as for any modification thereof.

ARTICLE 20

Consultations

1. Either Party may, at any time, request consultations on the interpretation, application, implementation, or amendment of this Agreement or compliance with this Agreement.
2. Such consultations, which may be between aeronautical authorities, may be conducted through discussion or by correspondence and shall begin within a period of 30 (thirty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

ARTICLE 21

Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall endeavour to settle it by negotiation.
2. If the Parties fail to reach a settlement of the dispute by negotiation, the dispute may at the request of either Party be submitted for decision to an arbitration of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a

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period of sixty (60) days from the date of nomination of the two other arbitrators. If either of the Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either 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 the arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall reach its decision by a majority of votes.

3. Each Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding. The cost of the president and any other costs shall be born in equal parts by the Parties.
4. The Parties undertake to comply with any decision given under paragraph 2 of this Article.
5. If and as long as either Party fails to comply with any decision under paragraph 2 of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to a designated airline in default.

ARTICLE 22

Amendments

1. Any amendment to this Agreement agreed upon by the Parties, shall come into effect when approved in accordance with the constitutional requirements of both Parties and as confirmed by an exchange of diplomatic notes.
2. Any amendment of the Annexes 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 23

Multilateral Agreements

If both Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they shall consult to determine whether this agreement should be revised to take into account the multilateral agreement.

ARTICLE 24

Termination

Either Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at midnight, local time of the notified Party immediately before the first anniversary of 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

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of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

ARTICLE 25

Registration with ICAO

This Agreement and any amendment thereto shall be registered upon its signature with ICAO by the Party in which territory this Agreement was signed, or as agreed by the Parties.

ARTICLE 26

Entry into Force

This Agreement shall enter into force on the date of the receipt of the second diplomatic note indicating that all necessary internal procedures have been completed by both Parties.

Upon entry into force, this Air Services Agreement shall supersede the previous Air Services Agreement between Brazil and [Denmark/Norway/Sweden] signed in [place] on [date], and all amendments thereto, as well as all related Memoranda of Understanding

[To be included in the ASA with Norway only:] Upon signature of this Agreement, the Kingdom of Norway shall have the right to exempt the territory of Svalbard from the application of this Agreement.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done at _____ this _____ day of _____, in duplicate in Portuguese, [*Danish, Norwegian, Swedish*] _____ and English, all texts being authentic. In case of any divergence of interpretation of this Agreement, the English text shall prevail.

For the Federative Republic of Brazil

For the Government of the
Kingdom of [*Denmark/Norway/*
Sweden]

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ANNEX
ROUTE SCHEDULE

Routes to be operated by the designated airline(s) of Brazil:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in Brazil	Any points	Any points in [Denmark/Norway/Sweden]	Any points

Routes to be operated by the designated airline(s) of

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in [Denmark/Norway/Sweden]	Any points	Any points in Brazil	Any points

1. The designated airlines of both Parties may, on any or all flights and at their option:

- a) operate flights in either or both directions;
- b) combine different flight numbers within one aircraft operation;
- c) serve intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order, without cabotage rights;
- d) omit stops at any point or points; and
- e) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the transportation commences or terminates at a point in the territory of the Party designating the airline.

2. The designated airlines of both Parties may, on any or all flights, exercise fifth freedom traffic rights at any intermediate and/or beyond points.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF DENMARK,
THE GOVERNMENT OF THE KINGDOM OF NORWAY,
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
AND
THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF
BRAZIL
ON
THE CO-OPERATION BETWEEN THE SCANDINAVIAN
COUNTRIES
REGARDING SCANDINAVIAN AIRLINES SYSTEM (SAS)**

With reference to Article 3 of the three Air Services Agreements signed today (the Agreements) between the Government of the Federative Republic of Brazil and the Governments of Denmark, Norway and Sweden regarding the designation of airlines, the Contracting Parties have agreed to the following understanding, should the three parent companies of Scandinavian Airlines System (SAS) be designated by the Kingdom of Denmark, the Kingdom of Norway and the Kingdom of Sweden, respectively:

1. Notwithstanding the provisions of Articles 3 and 4 of the Agreements, the three parent companies SAS Danmark A/S, SAS Norge AS and SAS Sverige AB, co-operating under the style of Scandinavian Airlines System (SAS), may operate services under the Agreements with aircraft, crew and equipment of any or all of the three parent companies.

2. In so far as any of the parent companies employs aircraft, crew and equipment of the other two parent companies participating in Scandinavian Airlines System (SAS), the provisions of the Agreements will apply to such aircraft, crew and equipment, as though they were the aircraft, crew and equipment of

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SAS Danmark A/S, SAS Norge AS or SAS Sverige AB respectively. In this event the competent Danish, Norwegian or Swedish authorities and the respective parent company will accept full responsibility under the Agreement for such aircraft, crew and equipment.

Done at on in quadruplicate in the English language.

For the Government of
the Kingdom of Denmark:

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For the Government of
the Federative Republic of
Brazil

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For the Government of
the Kingdom of Norway:

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For the Government of
the Kingdom of Sweden:

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