ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DA MALÁSIA SOBRE SERVIÇOS AÉREOS ENTRE OS SEUS RESPECTIVOS TERRITÓRIOS E ALÉM

O Governo da República Federativa do Brasil

e

O Governo da Malásia
(doravante denominados "Partes Contratantes"),

Sendo Partes da Convenção sobre Aviação Civil Internacional, e

Desejando concluir um Acordo com o propósito de estabelecer serviços aéreos entre os seus respectivos territórios e além,

Acordaram o seguinte:

ARTIGO 1º
Definições

Para os fins deste Acordo, salvo se o contexto dispuser diferentemente:

a) o termo "Convenção" significa a Convenção sobre Aviação Civil Internacional, aberta à assinatura em Chicago, em 7 de dezembro de 1944, e inclui qualquer Anexo adotado em conformidade com o artigo 90 daquela Convenção e qualquer emenda aos Anexos ou à Convenção em conformidade com seus artigos 90 e 94, sempre que estes estejam em vigor para ambas as Partes Contratantes;

b) o termo "autoridades aeronáuticas" significa, no caso da República Federativa do Brasil, o Ministro da Aeronáutica ou qualquer pessoa ou órgão autorizado a atuar em quaisquer funções presentemente exercidas pelo mencionado Ministro ou em funções similares e, no caso da Malásia, o Ministro dos Transportes ou qualquer pessoa ou órgão autorizado a atuar em quaisquer funções presentemente exercidas pelo mencionado Ministro ou em funções similares;

c) o termo "empresa aérea designada" significa uma empresa aérea ou empresas aéreas que tenham sido designadas por uma das Partes Contratantes mediante notificação escrita à outra Parte Contratante, em conformidade com o Artigo 3° deste Acordo, para a operação de serviços aéreos nas rotas especificadas no Anexo a este Acordo;

d) os termos "território", "serviço aéreo", "serviço aéreo internacional", "empresa aérea" e "escala com fins não comerciais" têm os significados que lhes são atribuídos pelos artigos 2° e 96 da Convenção;

e) o termo "Anexo a este Acordo" significa os Quadros de Rotas deste Acordo ou tal como emendados em conformidade com as disposições do artigo 16 deste Acordo. O "Anexo a este Acordo" será parte integrante deste Acordo e todas as referências ao Acordo incluirão referências ao Anexo, exceto disposição em contrário;

f) o termo "tarifa" significa:

i) o preço cobrado por uma empresa aérea para o transporte de passageiros e sua bagagem nos serviços aéreos regulares, e as taxas e condições aplicáveis aos serviços auxiliares de tal transporte;

ii) o frete cobrado por uma empresa aérea pelo transporte de carga (exceto mala postal) nos serviços aéreos regulares;

iii) as condições que regem a disponibilidade ou a aplicabilidade de tal preço ou frete, inclusive quaisquer vantagens que lhe estejam vinculadas;

iv) a comissão paga por uma empresa aérea a um agente por conta dos bilhetes vendidos ou dos conhecimentos aéreos preenchidos por aquele agente para o transporte em serviços aéreos regulares.

g) o termo "tarifa aeronáutica" significa o preço cobrado às empresas aéreas pelo fornecimento de instalações e serviços aeroportuários, de navegação aérea ou de segurança da aviação.

ARTIGO 2°
Direitos de Tráfego e Privilégios

1. Cada Parte Contratante concede à outra Parte Contratante os direitos especificados neste Acordo com o propósito de operar serviços aéreos nas rotas especificadas nos Quadros do Anexo a este Acordo (doravante denominados "serviços convencionados" e "rotas especificadas").

2. Em conformidade com as disposições deste Acordo, uma empresa aérea designada por cada Parte Contratante gozará dos seguintes direitos:

a) de sobrevoar o território da outra Parte Contratante sem pousar;

b) de fazer escalas no mencionado território sem fins comerciais, e

c) quando operando um serviço convencionado em uma rota especificada, de fazer escalas no mencionado território no ponto ou pontos especificados para aquela rota no Quadro do Anexo a este Acordo com o propósito de embarcar e desembarcar o tráfego internacional de passageiros, carga e mala postal.

3. Nenhuma disposição no parágrafo 2° deste Artigo será considerada como concessão à empresa aérea designada de uma Parte Contratante do privilégio de embarcar, no território da outra Parte Contratante, passageiros, carga ou mala postal transportados mediante remuneração ou fretamento e destinados a um outro ponto no território dessa outra Parte Contratante.

ARTIGO 3°
Autorização de Operações

1. Cada Parte Contratante terá o direito de designar, por escrito e através dos canais diplomáticos, à outra Parte Contratante, uma empresa aérea ou empresas aéreas, para operar os serviços convencionados nas rotas especificadas.

2. Ao receber tal notificação, a outra Parte Contratante, em conformidade com as disposições dos parágrafos 3 e 4 deste Artigo, concederá, sem demora, à empresa aérea ou empresas aéreas designadas a autorização de operação apropriada.

3. As autoridades aeronáuticas de uma Parte Contratante podem exigir de uma empresa aérea designada pela outra Parte Contratante que prove estar habilitada a atender às condições exigidas pelas leis e regulamentos normal e razoavelmente aplicados por tais autoridades, em conformidade com os termos da Convenção, para a operação de serviços aéreos comerciais internacionais.

4. Cada Parte Contratante terá o direito de recusar-se a aceitar a designação de uma empresa aérea e de suspender ou revogar a concessão a uma empresa aérea dos privilégios especificados no parágrafo 2 do Artigo 2° deste Acordo, ou de impor as condições que julgar necessárias para o exercício por uma empresa aérea daqueles privilégios, caso não esteja convencida de que a propriedade substancial e o controle efetivo daquela empresa aérea cabem à Parte Contratante que a designou ou a nacionais seus.

5. A qualquer momento após o cumprimento das disposições dos parágrafos 1 e 2 deste Artigo, uma empresa aérea assim designada e autorizada poderá começar a operar os serviços convencionados, na condição de que tais serviços somente serão operados se uma tarifa estabelecida em conformidade com as disposições do Artigo 8° estiver em vigor com relação àquele serviço.

6. Cada Parte Contratante terá o direito de suspender o exercício, por uma empresa aérea, dos privilégios especificados no parágrafo 2 do Artigo 2° deste Acordo, ou de impor as condições consideradas necessárias para o exercício, por uma empresa aérea, de tais privilégios, caso essa empresa aérea deixe de cumprir as leis ou regulamentos da Parte Contratante que concede tais privilégios ou deixe de operar em conformidade com as condições prescritas neste Acordo, na condição de que, a menos que a suspensão imediata ou a imposição de condições seja essencial para prevenir outras violações às leis ou regulamentos, este direito será exercido somente após consultas com a outra Parte Contratante.

ARTIGO 4°
Isenção de Direitos e Impostos

1. As aeronaves utilizadas nos serviços internacionais pela empresa aérea designada de qualquer das Partes Contratantes, bem como os seus equipamentos normais, peças sobressalentes, suprimentos de combustíveis e lubrificantes e provisões da aeronave (inclusive alimentos, bebidas e tabaco) a bordo, ficarão isentos de todos os direitos alfandegários, taxas de inspeção e outros direitos ou impostos na chegada ao território da outra Parte Contratante, desde que tais equipamentos e suprimentos permaneçam a bordo da aeronave até o momento em que sejam reexportados.

2. Os suprimentos de combustíveis e lubrificantes, peças sobressalentes, equipamentos normais e provisões de bordo introduzidos no território de uma Parte Contratante pela empresa aérea designada da outra Parte Contratante, ou em seu nome, ou postos a bordo das aeronaves utilizadas por essa empresa aérea designada e destinados somente ao uso enquanto operando serviços internacionais, serão isentos de todos os direitos e encargos nacionais, inclusive os direitos alfandegários e as taxas de inspeção vigentes no território da primeira Parte Contratante, mesmo quando esses suprimentos se destinem a ser usados nos trechos da viagem realizados sobre o território da Parte Contratante em que eles forem postos a bordo. Os artigos acima referidos poderão estar sujeitos a controle ou supervisão alfandegários.

3. O equipamento normal de bordo, as peças sobressalentes, as provisões de bordo e os suprimentos de combustíveis e lubrificantes mantidos a bordo das aeronaves de qualquer das Partes Contratantes somente poderão ser descarregados no território da outra Parte Contratante com a aprovação das autoridades alfandegárias dessa Parte, as quais poderão exigir que estes materiais sejam colocados sob sua supervisão até o momento em que sejam reexportados ou se lhes dê outro destino, em conformidade com os regulamentos alfandegários.

4. O combustível, os lubrificantes, as peças sobressalentes, o equipamento normal de bordo e as provisões de bordo levados a bordo das aeronaves de uma Parte Contratante no território da outra Parte Contratante e usados somente em vôos entre dois pontos no território da última Parte Contratante receberão, com relação a direitos alfandegários, taxas de inspeção e outros direitos e encargos nacionais ou locais similares, tratamento não menos favorável que o concedido à empresa aérea nacional dessa Parte Contratante.

5. Bagagem e carga, em trânsito direto, serão isentas de direitos e impostos, inclusive direitos alfandegários.

ARTIGO 5º
Atividades Comerciais

1. Consoante as disposições das leis e regulamentos em vigor no território de cada Parte Contratante, uma empresa aérea designada por uma Parte Contratante em conformidade com o Artigo 3º está autorizada a manter o pessoal técnico, administrativo e comercial necessário para a operação dos serviços aéreos, segundo o Anexo a este Acordo, e a estabelecer e operar escritórios no território da outra Parte Contratante.

2. Cada uma das Partes Contratantes concede à empresa aérea designada da outra Parte Contratante o direito de participar diretamente na venda de transporte aéreo no seu território e, a critério da empresa aérea, por meio dos seus agentes. Cada empresa aérea terá o direito de comercializar tal transporte na moeda daquele território ou, em conformidade com as leis e regulamentos nacionais, em moedas livremente conversíveis de outros países.

ARTIGO 6º
Leis e Regulamentos sobre Entrada e Partida

1. Aplicar-se-ão à empresa aérea designada de uma Parte Contratante as leis e regulamentos da outra Parte Contratante que regem a entrada e a partida de seu território das aeronaves envolvidas na navegação aérea internacional ou os vôos de tais aeronaves sobre aquele território.

2. Aplicar-se-ão aos passageiros, tripulações, carga ou mala postal transportados pelas aeronaves da empresa aérea designada de uma Parte Contratante, enquanto estiverem no território da outra Parte Contratante, as leis e regulamentos dessa Parte Contratante que regem a entrada, a permanência e a partida de seu território de passageiros, tripulações, carga ou mala postal, tais como as formalidades relativas à entrada, saída, emigração e imigração, e medidas alfandegárias e sanitárias.

3. Os passageiros, a bagagem e a carga em trânsito direto através do território de uma Parte Contratante e que não deixem a área do aeroporto reservada para tal propósito serão submetidos apenas a um controle muito simplificado.

4. Nenhuma das Partes Contratantes poderá conceder qualquer preferência à sua própria empresa aérea, em relação à empresa aérea designada da outra Parte Contratante, na aplicação das leis e regulamentos mencionados nos parágrafos 1 e 2 deste Artigo.

ARTIGO 7º
Disposições sobre Capacidade

1. Haverá oportunidade justa e equitativa para que as empresas aéreas designadas de ambas as Partes Contratantes operem os serviços convencionados nas rotas especificadas entre seus respectivos territórios.

2. Na operação dos serviços convencionados, as empresas aéreas designadas de cada Parte Contratante levarão em conta os interesses da empresa aérea designada da outra Parte Contratante, a fim de não afetar indevidamente os serviços que esta última proporciona em toda ou em parte das mesmas rotas.

3. Os serviços convencionados proporcionados pelas empresas aéreas designadas das Partes Contratantes deverão estar estreitamente relacionados com as necessidades do público por transporte nas rotas especificadas e terão como objetivo básico a provisão, a um coeficiente de utilização razoável, de capacidade adequada para atender às necessidades atuais e às razoavelmente previsíveis para o transporte de passageiros, carga e mala postal, provenientes de ou destinados ao território da Parte Contratante que tenha designado a empresa aérea. A provisão para o transporte de passageiros, carga e mala postal, embarcados e desembarcados em pontos nas rotas especificadas nos territórios de Estados outros que não o do que designou a empresa aérea, será determinada em conformidade com os princípios gerais segundo os quais a capacidade está relacionada com:

a) as necessidades de transporte de e para o território da Parte Contratante que tenha designado a empresa aérea;

b) as necessidades de transporte da região através da qual passa a empresa aérea, levando-se em conta os outros serviços de transporte estabelecidos pelas empresas aéreas dos Estados daquela área, e

c) as exigências de operação dos serviços de longo curso.

4. As autoridades aeronáuticas das Partes Contratantes determinarão conjuntamente, de tempos em tempos, a aplicação prática dos princípios contidos nos parágrafos acima neste Artigo, para a operação dos serviços convencionados pelas empresas aéreas designadas.

ARTIGO 8°
Tarifas

1. As tarifas a serem aplicadas pelas empresas aéreas designadas das Partes Contratantes para o transporte entre o Brasil e a Malásia serão as aprovadas por ambas as autoridades aeronáuticas e serão estabelecidas em níveis razoáveis, levando-se em consideração todos os fatores relevantes, inclusive o custo operacional dos serviços convencionados, os interesses dos usuários, o lucro razoável e as tarifas cobradas por outras empresas aéreas que operem total ou parcialmente na mesma rota.

2. As empresas aéreas designadas poderão consultar-se a respeito de propostas de tarifas, mas não estarão obrigadas a fazê-lo antes de registrar uma tarifa proposta. As autoridades aeronáuticas de cada Parte Contratante não aceitarão um registro a menos que a empresa aérea designada que realiza tal registro assegure haver informado a outra empresa aérea designada da tarifa proposta.

3. Qualquer tarifa proposta para o transporte entre o Brasil e a Malásia será registrada junto às autoridades aeronáuticas de ambas as Partes Contratantes, de maneira que estas possam separadamente solicitar que sejam revelados os detalhes a que se refere a alínea "f" do Artigo 1°. Ela não será registrada menos de 60 (sessenta) dias (salvo se for obtida a aprovação prévia das respectivas autoridades aeronáuticas para um período de registro mais curto) antes da data efetiva proposta. A tarifa proposta será tratada como tendo sido registrada junto a uma Parte Contratante na data em que for recebida pelas autoridades aeronáuticas daquela Parte Contratante. Cada empresa aérea designada será responsável apenas perante sua própria autoridade aeronáutica pela justificativa das tarifas assim propostas, exceto quando uma tarifa tiver sido registrada unilateralmente.

4. Qualquer tarifa proposta poderá ser aprovada pelas autoridades aeronáuticas de qualquer das Partes Contratantes a qualquer momento, desde que tenha sido registrada em conformidade com o parágrafo 3 deste Artigo.

5. Se uma tarifa não for aprovada em conformidade com as disposições do parágrafo 4 deste Artigo, as autoridades aeronáuticas de qualquer das Partes Contratantes poderão solicitar consultas, as quais deverão realizar-se dentro de 60 (sessenta) dias após a solicitação, a menos que as autoridades aeronáuticas disponham diferentemente.

6. Se uma tarifa não tiver sido aprovada por uma das autoridades aeronáuticas em conformidade com o parágrafo 4 deste Artigo, e caso as autoridades aeronáuticas não tenham sido capazes de entrar em acordo após as consultas mantidas em conformidade com o parágrafo 5 deste Artigo, a controvérsia poderá ser solucionada segundo as disposições do Artigo 15 deste Acordo. Todavia, em nenhum caso uma Parte Contratante solicitará uma tarifa diferente da tarifa da sua própria empresa aérea designada para serviços comparáveis entre os mesmos pontos.

7. Uma tarifa estabelecida conforme as disposições deste Artigo permanecerá em vigor até que uma tarifa substituta tenha sido estabelecida.

8. As tarifas aplicadas pela empresa aérea designada de uma Parte Contratante para o transporte entre a área da outra Parte Contratante e o território de um Estado que não seja Parte Contratante estarão sujeitas à aprovação da outra Parte Contratante e desse Estado não contratante, desde que uma Parte Contratante não solicite uma tarifa diferente da tarifa de sua própria empresa aérea para serviços comparáveis entre os mesmos pontos. A empresa aérea designada de cada Parte Contratante registrará tais tarifas com a outra Parte Contratante, em conformidade com as exigências desta. A aprovação dada a tais tarifas poderá ser retirada com aviso de não menos de 30 (trinta) dias, desde que a Parte Contratante que retira tal aprovação permita à empresa aérea designada interessada aplicar as mesmas tarifas que sua própria empresa aérea para serviços comparáveis entre os mesmos pontos.

ARTIGO 9º
Reconhecimento de Certificados e Licenças

1. Os certificados de aeronavegabilidade, os certificados de habilitação e as licenças, emitidos ou convalidados por qualquer das Partes Contratantes, serão, durante o período de sua validade, reconhecidos como válidos pela outra Parte Contratante.

2. Cada Parte Contratante, porém, reserva-se o direito de se recusar a aceitar, para sobrevôo do seu próprio território, certificados de habilitação e licenças concedidos a seus próprios nacionais ou convalidados pela outra Parte Contratante ou por qualquer outro Estado.

ARTIGO 10
Tarifas Aeronáuticas

1. Nenhuma Parte Contratante cobrará nem permitirá que sejam cobradas a uma empresa aérea designada da outra Parte Contratante tarifas aeronáuticas superiores às cobradas às suas próprias empresas aéreas designadas que operam serviços aéreos internacionais semelhantes.

2. Quando aplicável, cada Parte Contratante estimulará a realização de consultas sobre tarifas aeronáuticas entre suas autoridades arrecadadoras competentes e as empresas aéreas que utilizem os serviços e as instalações proporcionados por aquelas autoridades arrecadadoras, quando exeqüível por intermédio das organizações representativas daquelas empresas aéreas. Qualquer proposta de alteração nas tarifas aeronáuticas será comunicada aos usuários com razoável antecedência, para lhes permitir expressar os seus pontos de vista antes que as alterações sejam feitas. Além disso, cada Parte Contratante estimulará as suas autoridades arrecadadoras competentes e os usuários a intercambiarem informações apropriadas relativas às tarifas aeronáuticas.

ARTIGO 11
Segurança da Aviação

1. Em conformidade com os seus direitos e obrigações segundo o Direito Internacional, as Partes Contratantes reafirmam que a sua obrigação mútua de proteger a segurança da aviação civil contra atos de interferência ilícita constitui parte integrante do presente Acordo. Sem limitar a generalidade dos seus direitos e obrigações segundo o Direito Internacional, as Partes Contratantes atuarão, em especial, em conformidade com as disposições da Convenção Relativa às Infrações e a Certos Outros Atos Cometidos a Bordo de Aeronaves, assinada em Tóquio em 14 de setembro de 1963, da Convenção para a Repressão ao Apoderamento Ilícito de Aeronaves, assinada na Haia em 16 de dezembro de 1970, e da Convenção para a Repressão de Atos Ilícitos contra a Segurança da Aviação Civil, assinada em Montreal em 23 de setembro de 1971, e qualquer outra Convenção relativa à segurança da aviação civil de que ambas as Partes Contratantes façam parte.

2. As Partes Contratantes fornecerão, a pedido, toda a assistência mútua necessária para a prevenção de atos de apoderamento ilícito de aeronaves civis e outros atos ilícitos contra a segurança dessas aeronaves, seus passageiros e tripulações, aeroportos e instalações de navegação aérea, e qualquer outra ameaça à segurança da aviação civil.

3. As Partes Contratantes agirão, nas suas relações mútuas, em conformidade com as disposições sobre a segurança da aviação estabelecidas pela Organização de Aviação Civil Internacional (OACI) e consideradas como anexos à Convenção, na medida em que tais disposições sobre segurança sejam aplicáveis às Partes Contratantes; cada Parte Contratante exigirá que os operadores de aeronaves que tenham sido por ela registrada, os operadores de aeronaves que tenham a sede principal dos seus negócios ou sua residência permanente no seu território e os operadores de aeroportos situados no seu território atuem em conformidade com as referidas disposições sobre a segurança da aviação. Da mesma maneira, cada Parte Contratante informará a outra Parte Contratante de qualquer diferença entre seus regulamentos e práticas nacionais e as disposições acima mencionadas sobre segurança da aviação. Qualquer das Partes Contratantes poderá solicitar consultas imediatas com a outra Parte Contratante a qualquer momento para discutir qualquer diferença dessa espécie.

4. Cada Parte Contratante concorda em observar as disposições de segurança exigidas pela outra Parte Contratante para a entrada no território dessa Parte Contratante e em aplicar medidas adequadas para proteger as aeronaves e inspecionar passageiros, tripulações e bagagem de mão, bem como carga e provisões de bordo, antes e durante o embarque ou carregamento. Cada Parte Contratante examinará, também, com interesse, todas as solicitações da outra Parte Contratante no sentido de adotar medidas especiais e razoáveis de segurança para enfrentar uma ameaça específica à aviação civil.

5. Quando ocorrer um incidente ou uma ameaça de incidente de apoderamento ilícito de aeronaves civis ou outros atos ilícitos contra a segurança de passageiros, tripulações, aeronaves, aeroportos e instalações de navegação aérea, as Partes Contratantes prestar-se-ão assistência facilitando as comunicações e outras medidas apropriadas destinadas a pôr fim, de forma rápida e um mínimo risco à vida, a tal incidente ou ameaça.

ARTIGO 12
Transferência de Fundos

Cada Parte Contratante concederá à empresa aérea designada da outra Parte Contratante o direito de remeter o excesso, sobre a despesa, das receitas auferidas no território da primeira Parte Contratante. O procedimento para tal remessa, porém, estará em conformidade com os regulamentos cambiais da Parte Contratante em cujo território o rendimento foi auferido.

ARTIGO 13
Informações e Estatísticas

As autoridades aeronáuticas de qualquer das Partes Contratantes fornecerão às autoridades aeronáuticas da outra Parte Contratante, a pedido destas, estatísticas periódicas ou de outra natureza razoavelmente necessárias para a revisão da capacidade nos serviços convencionados pela empresa aérea designada da primeira Parte Contratante. Tais informações incluirão todos os dados necessários à determinação do volume de tráfego transportado por aquela empresa aérea designada nos serviços convencionados.

ARTIGO 14
Consultas

Qualquer das Partes Contratantes poderá, a qualquer momento, solicitar consultas sobre qualquer tema relativo a este Acordo. Tais consultas começarão dentro de 60 (sessenta) dias após a data de recebimento de tal solicitação pela outra Parte Contratante, a menos que as Partes Contratantes disponham diferentemente.

ARTIGO 15
Solução de Controvérsias

1. Qualquer controvérsia que surja entre as Partes Contratantes, relativa à interpretação ou aplicação deste Acordo, será solucionada por meio de negociações entre as autoridades aeronáuticas das Parte Contratantes.

2. Caso as Partes Contratante deixem de obter uma solução por meio de negociações consoante o parágrafo 1 deste Artigo, a controvérsia será solucionada através dos canais diplomáticos.

ARTIGO 16
Emendas

1. Caso qualquer das Partes Contratantes deseje modificar quaisquer disposições deste Acordo, poderá a qualquer momento solicitar consultas com a outra Parte Contratante. Tais consultas começarão dentro de um prazo de 60 (sessenta) dias a partir da data de recebimento daquela solicitação.

2. Qualquer modificação a este Acordo convencionada entre as Partes Contratantes entrará em vigor após ter sido confirmada por uma troca de Notas, através dos canais diplomáticos, indicando que todos os procedimentos internos necessários foram concluídos por ambas as Partes Contratantes.

3. Qualquer emenda ou modificação do Anexo a este Acordo será convencionada entre as autoridades aeronáuticas e vigorará após a sua confirmação por troca de Notas diplomáticas.

ARTIGO 17
Convenção Multilateral

Caso uma convenção aérea multilateral geral entre em vigor para ambas as Partes Contratantes, as disposições de tal convenção prevalecerão. Poderão ser mantidas consultas em conformidade com o Artigo 14 deste Acordo com o objetivo de determinar em que medida este Acordo é afetado pelas disposições da convenção multilateral.

ARTIGO 18
Denúncia

Qualquer das Partes Contratantes poderá a qualquer momento notificar por escrito, através dos canais diplomáticos, a outra Parte Contratante de que deseja denunciar este Acordo. Tal notificação será comunicada simultaneamente à Organização de Aviação Civil Internacional. Caso tal notificação seja feita, este Acordo expirará 12 (doze) meses após a data do recebimento da notificação pela outra Parte Contratante, a menos que a notificação de denúncia seja retirada por acordo mútuo antes do decorrer desse prazo. Se a outra Parte Contratante não acusar o recebimento, a notificação será considerada como tendo sido recebida 14 (quatorze) dias após o seu recebimento pela Organização de Aviação Civil Internacional.

ARTIGO 19
Registro

Este Acordo e qualquer troca de Notas em conformidade com os Artigos 16 e 17 serão registrados na Organização de Aviação Civil Internacional.

ARTIGO 20
Títulos

Os títulos são inseridos neste Acordo no começo de cada Artigo com fins de referência e por conveniência, e de nenhum modo definem, limitam ou descrevem o alcance e o propósito deste Acordo.

ARTIGO 21
Entrada em Vigor

Cada uma das Partes Contratantes notificará a outra, através dos canais diplomáticos, da conclusão dos requisitos legais internos necessários à aprovação do presente Acordo, o qual entrará em vigor na data da última notificação.

Em testemunho do que, os plenipotenciários abaixo assinados, devidamente autorizados pelos seus respectivos Governos, assinam este Acordo.

Feito em Kuala Lumpur, em 18 de dezembro de 1995, em dois exemplares originais, nos idiomas português, malaio e inglês, sendo todos os textos igualmente autênticos. Em caso de divergência, o texto em inglês deverá prevalecer.

PELO GOVERNO DA REPÚBLICA
FEDERATIVA DO BRASIL
Luiz Felipe Lampreia

PELO GOVERNO DA
MALÁSIA

A N E X O

QUADRO I

Salvo disposição em contrário convencionada por ambas as autoridades aeronáuticas, a(s) empresa(s) aérea(s) designada(s) da Malásia somente operarão ou na Rota A ou na Rota B abaixo:

Rota A

Coluna 1	Coluna 2	Coluna 3	Coluna 4
Pontos de Partida	Pontos Intermediários	Pontos no Brasil	Pontos Além
Pontos na Malásia	Quaisquer 5 (cinco) pontos a serem selecionados para operações via oceano Atlântico e oceano Índico	Rio de Janeiro e São Paulo	Quaisquer 3 (três) pontos a serem selecionados na América do Sul

Rota B

Coluna 1	Coluna 2	Coluna 3	Coluna 4
Pontos de Partida	Pontos Intermediários	Pontos no Brasil	Pontos Além
Pontos na Malásia	Quaisquer 5 (cinco) pontos a serem selecionados para operações via oceano Pacífico Sul	Rio de Janeiro e São Paulo	Quaisquer 3 (três) pontos a serem selecionados na América do Sul

QUADRO II

Salvo disposição em contrário convencionada por ambas as autoridades aeronáuticas, a(s) empresa(s) aérea(s) designada(s) da República Federativa do Brasil somente operarão ou na Rota A ou na Rota B abaixo:

Rota A

Coluna 1	Coluna 2	Coluna 3	Coluna 4
Pontos de Partida	Pontos Intermediários	Pontos na Malásia	Pontos Além
Pontos no Brasil	Quaisquer 5 (cinco) pontos a serem selecionados para operações via oceano Atlântico Sul e oceano Índico	Kuala Lumpur, Um outro ponto a ser selecionado	Quaisquer 3 (três) pontos a serem selecionados no Sudeste Asiático

Rota B

Coluna 1	Coluna 2	Coluna 3	Coluna 4
Pontos de Partida	Pontos Intermediários	Pontos na Malásia	Pontos Além
Pontos no Brasil	Quaisquer 5 (cinco) pontos a serem selecionados para operações via oceano Pacífico Sul	Kuala Lumpur, Um outro ponto a ser selecionado	Quaisquer 3 (três) pontos a serem selecionados no Sudeste Asiático

NOTAS

i) A empresa aérea ou empresas aéreas designadas de ambas as Partes Contratantes poderão, em qualquer ou em todos os vôos, omitir escalas em qualquer dos pontos mencionados acima.

ii) As operações efetivas, as freqüências e o exercício de direitos de tráfego concedidos à empresa aérea ou empresas aéreas designadas de ambas as Partes Contratantes serão convencionados entre as autoridades aeronáuticas das duas Partes Contratantes.

iii) Os pontos intermediários e além serão notificados por cada Parte Contratante à outra Parte antes do início das operações.

PERJANJIAN DI ANTARA KERJAAAN MALAYSIA DENGAN KERAJAAN PERSEKUTUAN REPUBLIK BRAZIL BAGI PERKHIDMATAN-PERKHIDMATAN UDARA DI ANTARA DAN DI LUAR WILAYAH MASING-MASING

Kerajaan Malaysia dan Kerajaan Persekutuan Republik Brazil, selepas ini disebut sebagai "Pihak-Pihak Pejanji,"

Yang menjadi pihak-pihak kepada Konvensyen mengenai Penerbangan Awam Antarabangsa dan

Dengan hasrat untuk membuat suatu Perjanjian bagi maksud mengadakan perkhidmatan-perkhidmatan udara di antara dan di luar wilayah mereka masing-masing,

Telah bersetuju seperti berikut:

PERKARA 1

TAKRIF

Bagi maksud Perjanjian ini, melainkan jika konteksnya menghendaki makna yang lain:

(a) istilah "Konvensyen" ertinya Konvensyen mengenai Penerbangan Awam Antarabangsa, yang dibuka untuk tandatangan di Chicago pada tujuh haribulan Disember 1944 dan termasuklah apa-apa Tambahan yang diterimapakai di

bawah Perkara 90 Konvensyen itu dan apa-apa pindaan kepada Tambahan-Tambahan atau Konvensyen itu di bawah Perkara 90 dan 94 Konvensyen itu, setakat yang ia telah menjadi berkuatkuasa bagi kedua-dua Pihak Pejanji;

(b) istilah "pihak-pihak berkuasa penerbangan" ertinya, dalam hal Malaysia, Menteri Pengangkutan dan mana-mana orang atau badan yang diberikuasa untuk melaksanakan apa-apa fungsi yang pada masa ini dijalankan oleh Menteri tersebut atau fungsi-fungsi yang seumpamanya, dan dalam hal Persekutuan Republik Brazil, Menteri Penerbangan atau mana-mana orang atau badan yang diberikuasa untuk melaksanakan apa-apa fungsi yang pada masa ini dijalankan oleh Menteri tersebut atau fungsi-fungsi yang seumpamanya;

(c) istilah "perkhidmatan penerbangan ditetapkan" ertinya suatu perkhidmatan penerbangan atau perkhidmatan-perkhidmatan penerbangan yang telah ditetapkan oleh satu Pihak Pejanji, melalui pemberitahuan bertulis kepada Pihak Pejanji yang satu lagi, mengikut Perkara 3 Perjanjian ini, bagi pengendalian perkhidmatan-perkhidmatan udara pada laluan-laluan yang dinyatakan dalam Tambahan kepada Perjanjian ini;

(d) istilah "wilayah" dan "perkhidmatan udara", "perkhidmatan udara antarabangsa", "perkhidmatan penerbangan" dan "berhenti bagi maksud-maksud bukan trafik" masing-masing mempunyai erti yang diberikan kepadanya dalam Perkara 2 dan 96 Konvensyen;

(e) istilah "Tambahan kepada Perjanjian ini" ertinya Jadual-Jadual Laluan kepada Perjanjian ini atau sebagaimana dipinda mengikut peruntukan-peruntukan Perkara 16 Perjanjian ini. "Tambahan kepada Perjanjian ini" hendaklah menjadi suatu bahagian integral Perjanjian ini dan semua sebutan mengenai Perjanjian hendaklah termasuk sebutan-sebutan mengenai Tambahan kecuali jika diperuntukkan selainnya;

(f) istilah "tarif" ertinya:

(i) tambang yang dikenakan oleh suatu perkhidmatan penerbangan bagi pengangkutan penumpang-penumpang dan bagasi mereka atas perkhidmatan-perkhidmatan udara yang dijadualkan dan caj-caj dan syarat-syarat bagi perkhidmatan-perkhidmatan sampingan kepada pengangkutan tersebut;

(ii) kadar tambang muatan yang dikenakan oleh suatu perkhidmatan penerbangan bagi pengangkutan kargo (tidak termasuk mel) atas perkhidmatah-perkhidmatan udara yang dijadualkan;

(iii) syarat-syarat yang menguasai ada tidaknya atau terpakainya apa-apa tambang atau kadar tambang muatan itu termasuklah apa-apa faedah yang bersangkutan dengannya; dan

(iv) kadar komisen yang dibayar oleh suatu perkhidmatan penerbangan kepada seseorang ejen berkenaan dengan tiket-tiket yang dijual atau surat-surat angkutan udara yang disempurnakan oleh ejen itu, bagi pengangkutan melalui perkhidmatan-perkhidmatan udara yang dijadualkan;

(g) istilah "caj pengguna" ertinya caj yang dibuat kepada perkhidmatan penerbangan bagi mengadakan kemudahan-kemudahan dan perkhidmatan-perkhidmatan lapangan terbang, navigasi udara atau keselamatan penerbangan.

PERKARA 2

HAK-HAK DAN KEISTIMEWAAN-KEISTIMEWAAN TRAFIK

1. Setiap Pihak Pejanji memberi kepada Pihak Pejanji yang satu lagi hak-hak yang dinyatakan dalam Perjanjian ini bagi maksud mengendalikan perkhidmatan-perkhidmatan udara pada laluan-laluan yang dinyatakan dalam Jadual-Jadual dalam Tambahan kepada Perjanjian ini (kemudian daripada ini dipanggil "perkhidmatan-perkhidmatan dipersetujui" dan "laluan-laluan dinyatakan").

2. Tertakluk kepada peruntukan-peruntukan Perjanjian ini, suatu perkhidmatan penerbangan yang ditetapkan oleh setiap Pihak Pejanji hendaklah menikmati keistimewaan-keistimewaan yang berikut:

(a) untuk terbang melintasi wilayah Pihak Pejanji yang satu lagi tanpa mendarat;

(b) untuk berhenti di dalam wilayah tersebut bagi maksud-maksud bukan trafik; dan

(c) semasa mengendalikan suatu perkhidmatan dipersetujui pada suatu laluan dinyatakan, untuk berhenti di dalam wilayah tersebut di tempat atau tempat-tempat yang dinyatakan bagi laluan itu dalam Jadual dalam Tambahan kepada Perjanjian ini bagi maksud menurunkan dan membawa naik

trafik antarabangsa yang terdiri daripada penumpang-penumpang, kargo dan mel.

3. Tiada apa-apa juga dalam perenggan (2) Perkara ini boleh disifatkan sebagai memberi perkhidmatan penerbangan ditetapkan satu Pihak Pejanji keistimewaan untuk membawa naik, di dalam wilayah Pihak Pejanji yang satu lagi, penumpang-penumpang, kargo atau mel, yang dibawa bagi mendapatkan saraan atau sewaan dan yang destinasinya ialah suatu tempat lain di dalam wilayah Pihak Pejanji yang satu lagi itu.

PERKARA 3

KEBENARAN PENGENDALIAN

1. Setiap Pihak Pejanji hendaklah mempunyai hak untuk menetapkan secara bertulis melalui saluran-saluran diplomatik kepada Pihak Pejanji yang satu lagi suatu perkhidmatan penerbangan atau perkhidmatan-perkhidmatan penerbangan bagi maksud mengendalikan perkhidmatan-perkhidmatan dipersetujui pada laluan-laluan dinyatakan.

2. Apabila penetapan itu diterima, Pihak Pejanji yang satu lagi hendaklah, tertakluk kepada peruntukan-peruntukan perenggan (3) dan (4) Perkara ini, tanpa kelengahan memberi kepada perkhidmatan penerbangan atau perkhidmatan-perkhidmatan penerbangan yang ditetapkan itu kebenaran pengendalian yang berkenaan.

3. Pihak-Pihak berkuasa penerbangan satu Pihak Pejanji boleh menghendaki perkhidmatan penerbangan yang ditetapkan oleh Pihak Pejanji yang satu lagi supaya memuaskan hati mereka bahawa ia layak untuk memenuhi syarat-syarat yang ditetapkan di bawah undang-undang dan peraturan-peraturan yang biasanya dan semunasabahnya dipakai oleh mereka bertepatan dengan peruntukan-peruntukan Konvensyen bagi pengendalian perkhidmatan-perkhidmatan udara komersil antarabangsa.

4. Setiap Pihak Pejanji hendaklah mempunyai hak untuk enggan menerima penetapan sesuatu perkhidmatan penerbangan dan untuk tidak memberikan atau membatalkan pemberian kepada sesuatu perkhidmatan penerbangan akan keistimewaan-keistimewaan yang dinyatakan dalam perenggan (2) Perkara 2 Perjanjian ini atau untuk mengenakan syarat-syarat yang difikirkannya perlu ke atas penggunaan keistimewaan-keistimewaan itu oleh sesuatu perkhidmatan penerbangan dalam apa jua hal di mana ia tidak berpuashati bahawa pemunyaan substansial dan kawalan berkesan perkhidmatan penerbangan itu adalah terletakhak pada Pihak Pejanji yang menetapkan perkhidmatan penerbangan itu atau pada rakyat Pihak Pejanji yang menetapkan perkhidmatan penerbangan itu.

5. Pada bila-bila masa selepas peruntukan-peruntukan perenggan (1) dan (2) Perkara ini telah dipatuhi, sesuatu perkhidmatan penerbangan yang ditetapkan dan dibenarkan sedemikian boleh mula mengendalikan perkhidmatan-perkhidmatan dipersetujui dengan syarat

bahawa perkhidmatan-perkhidmatan itu tidak boleh dikendalikan melainkan jika tarif yang diadakan mengikut peruntukan-peruntukan Perkara 8 Perjanjian ini sedang berkuatkuasa berkenaan dengan perkhidmatan itu.

6. Setiap Pihak Pejanji hendaklah mempunyai hak untuk menggantung penggunaan oleh sesuatu perkhidmatan penerbangan akan keistimewaan-keistimewaan yang dinyatakan dalam perenggan (2) Perkara 2 Perjanjian ini atau untuk mengenakan syarat-syarat yang difikirkannya perlu ke atas penggunaan keistimewaan-keistimewaan itu oleh sesuatu perkhidmatan penerbangan dalam apa jua hal di mana perkhidmatan penerbangan gagal mematuhi undang-undang atau peraturan-peraturan Pihak Pejanji yang telah memberikan keistimewaan-keistimewaan itu atau selainnya gagal untuk mengendalikan mengikut syarat-syarat yang ditetapkan dalam Perjanjian ini dengan syarat bahawa, melainkan jika penggantungan atau pengenaan serta-merta syarat-syarat adalah perlu untuk mencegah perlanggaran selanjutnya akan undang-undang atau peraturan-peraturan, hak ini hendaklah digunakan hanya selepas perundingan dengan Pihak Pejanji yang satu lagi.

PERKARA 4

PENGECUALIAN DARIPADA DUTI DAN CUKAI

1. Pesawat udara yang dikendalikan dalam perkhidmatan-perkhidmatan antarabangsa oleh perkhidmatan penerbangan ditetapkan salah satu Pihak Pejanji, serta juga kelengkapan biasanya, alat-alat ganti, bekalan-bekalan bahan api dan pelincir dan barang simpanan pesawat udara (termasuk makanan, minuman dan tembakau) yang ada di atas pesawat udara itu hendaklah terkecuali daripada semua duti kastam, fee pemeriksaan dan duti-duti atau cukai-cukai lain setibanya di wilayah Pihak Pejanji yang satu lagi, dengan syarat bahawa kelengkapan dan bekalan-bekalan itu terus berada di atas pesawat udara itu sehingga masa ia dieksport semula.

2. Bekalan-bekalan bahan api, pelincir, alat-alat ganti, kelengkapan biasa dan barang simpanan pesawat udara yang dibawa masuk ke dalam wilayah satu Pihak Pejanji oleh atau bagi pihak perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi atau yang dibawa naik ke atas pesawat udara yang dikendalikan oleh perkhidmatan penerbangan ditetapkan itu dan dimaksudkan semata-mata untuk kegunaan semasa mengendalikan perkhidmatan-perkhidmatan antarabangsa hendaklah terkecuali daripada semua duti dan caj negara, termasuklah duti kastam dan fee pemeriksaan yang dikenakan dalam wilayah Pihak Pejanji yang pertama itu, walaupun bekalan-bekalan ini hendak digunakan dalam bahagian-bahagian perjalanan yang dilakukan melintasi wilayah Pihak Pejanji di mana ia dibawa

naik ke atas pesawat udara. Bahan-bahan yang disebut di atas boleh dikehendaki diletakkan di bawah pengawasan atau kawalan kastam.

3. Kelengkapan bawaan udara biasa, alat-alat ganti, barang simpanan pesawat udara dan bekalan-bekalan bahan api dan pelincir yang ada di atas pesawat udara salah satu Pihak Pejanji boleh diturunkan dalam wilayah Pihak Pejanji yang satu lagi itu hanya dengan kelulusan pihak-pihak berkuasa kastam Pihak itu, yang boleh menghendaki supaya bahan-bahan itu diletakkan di bawah pengawasan mereka sehingga masa ia dieksport semula atau dilupuskan selainnya mengikut peraturan-peraturan kastam.

4. Bahan api, pelincir, alat-alat ganti, kelengkapan biasa pesawat udara dan barang simpanan pesawat udara yang dibawa naik ke dalam pesawat udara satu Pihak Pejanji dalam wilayah Pihak Pejanji yang satu lagi dan digunakan semata-mata dalam penerbangan di antara dua tempat dalam wilayah Pihak Pejanji yang disebut terkemudian itu hendaklah, berkenaan dengan duti kastam, fee pemeriksaan dan duti-duti dan caj-caj negara atau tempatan seumpama itu yang lain, diberi layanan yang tidak kurang baiknya daripada layanan yang diberikan kepada perkhidmatan penerbangan negara Pihak Pejanji itu.

5. Bagasi dan kargo dalam transit secara langsung hendaklah terkecuali daripada duti-duti dan cukai-cukai, termasuklah duti-duti kastam.

PERKARA 5

AKTIVITI-AKTIVITI KOMERSIL

1. Tertakluk kepada peruntukan-peruntukan undang-undang dan peraturan-peraturan yang berkuatkuasa di dalam wilayah setiap Pihak Pejanji, perkhidmatan penerbangan yang ditetapkan oleh satu Pihak Pejanji mengikut Perkara 3 adalah berhak untuk menyenggara kakitangan teknikal, pentadbiran dan komersil yang dikehendaki bagi pengendalian perkhidmatan-perkhidmatan udara mengikut Tambahan kepada Perjanjian ini dan untuk mengadakan dan mengendalikan pejabat-pejabat di dalam wilayah Pihak Pejanji yang satu lagi.

2. Setiap Pihak Pejanji memberi perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi hak untuk terlibat dalam penjualan pengangkutan udara dalam wilayahnya secara langsung dan, menurut budi bicara perkhidmatan penerbangan itu, melalui ejen-ejennya. Setiap perkhidmatan penerbangan hendaklah mempunyai hak untuk menjual pengangkutan sedemikian dalam mata wang wilayah itu atau, tertakluk kepada undang-undang dan peraturan-peraturan negara itu, dalam mata wang boleh tukar secara bebas negara-negara lain.

PERKARA 6

UNDANG-UNDANG DAN PERATURAN-PERATURAN MENGENAI KEMASUKAN DAN KEBERANGKATAN

1. Undang-undang dan peraturan-peraturan satu Pihak Pejanji yang menguasai kemasukan ke dalam dan keberangkatan dari wilayahnya akan pesawat udara yang terlibat dalam navigasi udara antarabangsa atau penerbangan-penerbangan pesawat udara itu melintasi wilayah itu hendaklah terpakai bagi perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi.

2. Undang-undang dan peraturan-peraturan satu Pihak Pejanji yang menguasai kemasukan ke dalam, persinggahan di dalam, dan keberangkatan dari wilayahnya akan penumpang-penumpang, kru, kargo atau mel, seperti formaliti-formaliti mengenai masuk, keluar, emigrasi dan imigresen, serta juga langkah-langkah kastam dan kebersihan hendaklah terpakai bagi penumpang-penumpang, kru, kargo atau mel yang dibawa oleh pesawat udara perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi semasa ia berada di dalam wilayah tersebut.

3. Penumpang-penumpang, bagasi dan kargo yang dalam transit secara langsung melintasi wilayah satu Pihak Pejanji dan tidak meninggalkan kawasan lapangan terbang yang dirizabkan bagi maksud itu hendaklah hanya tertakluk kepada kawalan yang dipermudahkan.

4. Tiada mana satu Pihak Pejanji boleh memberi apa-apa keutamaan, dalam pemakaian undang-undang dan peraturan-peraturan yang disebut dalam perenggan (1) dan (2) Perkara ini, kepada perkhidmatan penerbangannya sendiri berbanding dengan perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi.

PERKARA 7

PERUNTUKAN-PERUNTUKAN DAYA MUATAN

1. Maka hendaklah ada peluang yang adil dan sama rata bagi perkhidmatan-perkhidmatan penerbangan ditetapkan kedua-dua Pihak Pejanji untuk mengendalikan perkhidmatan-perkhidmatan dipersetujui pada laluan-laluan dinyatakan di antara wilayah mereka masing-masing.

2. Dalam mengendalikan perkhidmatan-perkhidmatan dipersetujui, perkhidmatan penerbangan ditetapkan setiap Pihak Pejanji hendaklah mengambil kira kepentingan-kepentingan perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi supaya tidak menyentuh secara tak wajar perkhidmatan-perkhidmatan yang diadakan oleh perkhidmatan penerbangan yang disebut terkemudian itu pada keseluruhan atau sebahagian daripada laluan-laluan yang sama.

3. Perkhidmatan-perkhidmatan dipersetujui yang diadakan oleh perkhidmatan-perkhidmatan penerbangan ditetapkan Pihak-Pihak Pejanji hendaklah mempunyai hubungan rapat dengan kehendak=kehendak awam bagi pengangkutan pada laluan-laluan dinyatakan dan hendaklah mempunyai sebagai matlamat utamanya pengadaan, pada faktor muatan yang munasabah, daya muatan yang cukup untuk menampung kehendak-kehendak masakini dan yang semunasabahnya dijangkakan bagi pengangkutan penumpang-penumpang, kargo dan mel yang berasal dari atau yang destinasinya ialah wilayah Pihak Pejanji yang telah menetapkan perkhidmatan penerbangan itu. Peruntukan bagi pengangkutan penumpang-penumpang, kargo dan mel yang dibawa naik dan diturunkan di tempat-tempat pada laluan-laluan dinyatakan di dalam wilayah-wilayah Negara-Negara yang lain daripada Negara yang menetapkan perkhidmatan penerbangan itu hendaklah dibuat mengikut prinsip-prinsip am bahawa daya muatan hendaklah berhubungan dengan:

(a) kehendak-kehendak trafik ke dan dari wilayah Pihak Pejanji yang telah menetapkan perkhidmatan penerbangan itu;

(b) kehendak-kehendak trafik bagi kawasan yang dilalui oleh perkhidmatan penerbangan itu setelah mengambil kira perkhidmatan-perkhidmatan pengangkutan lain yang diadakan oleh perkhidmatan-perkhidmatan penerbangan Negara-Negara yang termasuk dalam kawasan itu; dan

(c) kehendak-kehendak pengendalian perkhidmatan penerbangan lalu terus.

4. Pihak-pihak berkuasa penerbangan Pihak-Pihak Pejanji hendaklah dari semasa ke semasa menentukan secara bersama pemakaian praktikal prinsip-prinsip yang terkandung dalam perenggan-perenggan terdahulu Perkara ini bagi pengendalian perkhidmatan-perkhidmatan dipersetujui oleh perkhidmatan-perkhidmatan penerbangan ditetapkan.

PERKARA 8

TARIF

1. Tarif-tarif yang hendak dikenakan oleh perkhidmatan-perkhidmatan penerbangan ditetapkan Pihak-Pihak Pejanji bagi pengangkutan di antara Malaysia dan Brazil hendaklah tarif yang diluluskan oleh kedua-dua pihak berkuasa penerbangan dan hendaklah diadakan pada paras-paras yang munasabah, dengan perhatian yang wajar diberikan kepada segala faktor relevan, termasuk kos pengendalian perkhidmatan-perkhidmatan dipersetujui, kepentingan pengguna-pengguna, keuntungan munasabah dan tarif perkhidmatan-perkhidmatan penerbangan lain yang mengendalikan perkhidmatan di atas keseluruhan atau sebahagian daripada laluan yang sama.

2. Mana-mana perkhidmatan penerbangan ditetapkan itu boleh berunding bersama tentang cadangan-cadangan tarif, tetapi tidak dikehendaki untuk berbuat demikian sebelum memfailkan sesuatu tarif yang dicadangkan. Pihak-pihak berkuasa penerbangan setiap Pihak Pejanji tidak boleh menerima sesuatu pemfailan melainkan jika perkhidmatan penerbangan ditetapkan yang membuat pemfailan itu memberikan jaminan bahawa ia telah memberitahu perkhidmatan penerbangan ditetapkan yang satu lagi tentang tarif yang dicadangkan itu.

3. Mana-mana tarif yang dicadangkan bagi pengangkutan di antara Malaysia dan Brazil hendaklah difailkan dengan pihak-pihak berkuasa penerbangan kedua-dua Pihak Pejanji dalam bentuk sebagaimana pihak-pihak berkuasa penerbangan boleh menghendaki secara berasingan untuk mendedahkan butir-butir yang disebutkan dalam perenggan (f) Perkara 1. Ia hendaklah difailkan tidak kurang daripada 60 hari (melainkan jika kelulusan terdahulu didapati daripada pihak-pihak berkuasa penerbangan masing-masing bagi suatu tempoh pemfailan yang lebih singkat) sebelum tarikh kuatkuasa yang dicadangkan. Tarif yang dicadangkan itu hendaklah dikira sebagai telah difailkan dengan suatu Pihak Pejanji pada tarikh ia diterima oleh pihak-pihak berkuasa penerbangan Pihak Pejanji itu. Setiap perkhidmatan penerbangan ditetapkan tidaklah bertanggungjawab kepada mana-mana pihak berkuasa penerbangan selain daripada pihak berkuasa penerbangannya sendiri bagi justifikasi tarif yang dicadangkan itu kecuali jika sesuatu tarif telah difailkan secara satu pihak.

4. Mana-mana tarif yang dicadangkan boleh diluluskan oleh pihak-pihak berkuasa penerbangan salah satu Pihak Pejanji pada bila-bila masa dengan syarat ia telah difailkan mengikut perenggan (3) Perkara ini.

5. Jika sesuatu tarif tidak diluluskan mengikut peruntukan-peruntukan perenggan (4) Perkara ini, pihak-pihak berkuasa penerbangan salah satu Pihak Pejanji boleh meminta perundingan-perundingan yang hendaklah diadakan dalam masa 60 hari dari permintaan itu, atau sebagaimana yang dipersetujui selainnya oleh kedua-dua pihak berkuasa penerbangan.

6. Jika sesuatu tarif tidak diluluskan oleh satu daripada pihak-pihak berkuasa penerbangan mengikut perenggan (4) Perkara ini, dan pihak-pihak berkuasa penerbangan tidak dapat bersetuju berikutan dengan perundingan-perundingan yang diadakan mengikut perenggan (5) Perkara ini, pertikaian itu bolehlah diselesaikan mengikut peruntukan-peruntukan Perkara 15 Perjanjian ini. Walau bagaimanapun, suatu Pihak Pejanji tidak boleh, dalam apa jua hal keadaan, menghendaki tarif yang berlainan daripada tarif perkhidmatan penerbangan ditetapkannya sendiri bagi perkhidmatan-perkhidmatan sebanding di antara tempat-tempat yang sama.

7. Sesuatu tarif yang diadakan mengikut peruntukan-peruntukan Perkara ini hendaklah terus berkuatkuasa sehingga suatu tarif gantian telah diadakan.

8. Tarif-tarif yang dikenakan oleh perkhidmatan penerbangan ditetapkan satu Pihak Pejanji bagi pengangkutan di antara kawasan Pihak Pejanji yang satu lagi dan wilayah suatu Negara yang bukan Pihak Pejanji hendaklah tertakluk kepada kelulusan Pihak Pejanji yang satu lagi dan Negara bukan pejanji itu: dengan syarat, bagaimanapun, bahawa suatu Pihak Pejanji tidak boleh menghendaki tarif yang berlainan daripada tarif perkhidmatan penerbangannya sendiri bagi perkhidmatan-perkhidmatan sebanding di antara tempat-tempat yang sama. Perkhidmatan penerbangan ditetapkan setiap Pihak Pejanji hendaklah memfailkan tarif-tarif itu dengan Pihak Pejanji yang satu lagi, mengikut kehendak-kehendaknya. Kelulusan tarif-tarif itu boleh ditarik balik dengan memberikan notis tidak kurang daripada 30 hari, dengan syarat, bagaimanapun, bahawa suatu Pihak Pejanji yang menarik balik kelulusan itu hendaklah membenarkan perkhidmatan penerbangan ditetapkan yang berkenaan untuk menggunakan tarif-tarif yang sama sebagaimana perkhidmatan penerbangannya sendiri bagi perkhidmatan-perkhidmatan sebanding di antara tempat-tempat yang sama.

PERKARA 9

PENGIKTIRAFAN PERAKUAN DAN LESEN

1. Perakuan-perakuan Kelayakan Terbang, Perakuan-perakuan Kompetensi dan Lesen-lesen yang dikeluarkan atau dijadikan sah oleh salah satu Pihak Pejanji hendaklah, semasa tempoh keesahannya, diiktiraf sebagai sah oleh Pihak Pejanji yang satu lagi.

2. Setiap Pihak Pejanji merizabkan hak, bagaimanapun, untuk tidak mengiktiraf sebagai sah, bagi maksud penerbangan-penerbangan di dalam wilayahnya sendiri, Perakuan-perakuan Kompetensi dan Lesen-lesen yang diberikan kepada rakyatnya atau dijadikan sah untuk mereka oleh Pihak Pejanji yang satu lagi atau oleh mana-mana negara lain.

PERKARA 10

CAJ-CAJ PENGGUNA

1. Tiada mana satu Pihak Pejanji boleh mengenakan atau membenar dikenakan ke atas sesuatu perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi caj-caj pengguna yang lebih tinggi daripada yang dikenakan ke atas perkhidmatan penerbangan ditetapkannya sendiri yang mengendalikan perkhidmatan-perkhidmatan udara antarabangsa yang seumpamanya.

2. Jika berkenaan, setiap Pihak Pejanji hendaklah menggalakkan perundingan mengenai caj-caj pengguna di antara pihak-pihak berkuasa pengenaan caj kompetennya dan perkhidmatan-perkhidmatan penerbangan yang menggunakan perkhidmatan-perkhidmatan dan kemudahan-kemudahan yang diadakan oleh pihak-pihak berkuasa pengenaan caj itu, jika praktik melalui pertubuhan-pertubuhan perwakilan perkhidmatan-perkhidmatan penerbangan tersebut. Notis munasabah mengenai apa-apa cadangan untuk perubahan dalam caj-caj pengguna hendaklah diberikan kepada pengguna-pengguna itu untuk membolehkan mereka menyatakan pandangan-pandangan mereka sebelum perubahan dibuat. Setiap Pihak Pejanji hendaklah selanjutnya menggalakkan pihak-pihak berkuasa pengenaan caj kompetennya dan pengguna-pengguna itu untuk bertukar-tukar maklumat yang sesuai berkenaan dengan caj-caj pengguna.

PERKARA 11

KESELAMATAN PENERBANGAN

1. Selaras dengan hak-hak dan obligasi-obligasi mereka di bawah undang-undang antarabangsa, Pihak-Pihak Pejanji berikrar semula bahawa obligasi mereka kepada satu sama lain untuk melindungi keselamatan penerbangan awam terhadap perbuatan-perbuatan gangguan yang menyalahi undang-undang menjadi suatu bahagian integral Perjanjian ini. Tanpa menghadkan keluasan hak-hak dan obligasi-obligasi mereka di bawah undang-undang antarabangsa, Pihak-Pihak Pejanji hendaklah khususnya bertindak bertepatan dengan peruntukan

-peruntukan Konvensyen mengenai Kesalahan-Kesalahan dan Perbuatan-Perbuatan Tertentu Lain yang Dilakukan di dalam Pesawat Udara, yang ditandatangani di Tokyo pada 14hb September 1963, Konvensyen bagi Membenteras Perampasan Pesawat Udara dengan Menyalahi Undang-Undang, yang ditandatangani di The Hague pada 16hb Disember 1970 dan Konvensyen bagi Membenteras Perbuatan-Perbuatan Menyalahi Undang-Undang Terhadap Keselamatan Penerbangan Awam, yang ditandatangani di Montreal pada 23hb September 1971 dan mana-mana konvensyen lain yang berhubungan dengan keselamatan penerbangan awam yang kepadanya kedua-dua Pihak Pejanji menjadi pihak.

2. Pihak-Pihak Pejanji hendaklah apabila diminta memberikan segala bantuan yang perlu kepada satu sama lain untuk mencegah perbuatan-perbuatan perampasan pesawat udara awam dengan menyalahi undang-undang dan perbuatan-perbuatan menyalahi undang-undang yang lain terhadap keselamatan pesawat udara itu, penumpang-penumpang dan krunya, lapangan-lapangan terbang dan kemudahan-kemudahan navigasi udara, dan apa-apa ancaman lain kepada keselamatan penerbangan awam.

3. Pihak-Pihak Pejanji hendaklah, dalam hubungan bersaling mereka, bertindak bertepatan dengan peruntukan-peruntukan keselamatan penerbangan yang diadakan oleh Pertubuhan Penerbangan Awam Antarabangsa dan ditetapkan sebagai Tambahan-Tambahan kepada Konvensyen setakat yang peruntukan-peruntukan keselamatan itu

terpakai bagi Pihak-Pihak Pejanji; setiap Pihak Pejanji hendaklah menghendaki supaya pengendali-pengendali pesawat udara yang berdaftar dengannya atau pengendali-pengendali yang mempunyai tempat utama perniagaan mereka atau yang bermastautin tetap didalam wilayahnya dan pengendali-pengendali lapangan-lapangan terbang di dalam wilayahnya bertindak bertepatan dengan peruntukan-peruntukan keselamatan penerbangan itu. Dengan demikian itu setiap Pihak Pejanji hendaklah menasihati Pihak Pejanji yang satu lagi tentang apa-apa perbezaan di antara peraturan-peraturan dan amalan-amalan negaranya dengan peruntukan-peruntukan keselamatan penerbangan yang disebut terdahulu itu. Salah satu Pihak Pejanji bolehlah meminta perundingan-perundingan segera dengan Pihak Pejanji yang satu lagi pada bila-bila masa untuk membincangkan mana-mana perbezaan sedemikian.

4. Setiap Pihak Pejanji bersetuju untuk mematuhi peruntukan-peruntukan keselamatan yang dikehendaki oleh Pihak Pejanji yang satu lagi bagi kemasukan ke dalam wilayah Pihak Pejanji yang satu lagi itu dan untuk mengambil langkah-langkah yang secukupnya bagi melindungi pesawat udara dan untuk memeriksa penumpang-penumpang, kru, barang-barang mereka yang dibawa sendiri serta juga kargo dan barang simpanan pesawat udara sebelum dan semasa menaiki, atau dimuatkan ke dalam, pesawat udara. Setiap Pihak Pejanji hendaklah juga memberikan pertimbangan yang positif kepada apa-apa permintaan daripada Pihak Pejanji yang satu lagi bagi langkah-langkah

keselamatan khas untuk berhadapan dengan sesuatu ancaman tertentu kepada penerbangan awam.

5. Apabila berlaku sesuatu peristiwa atau ancaman peristiwa perampasan pesawat udara dengan menyalahi undang-undang atau perbuatan-perbuatan menyalahi undang-undang yang lain terhadap keselamatan penumpang-penumpang, kru, pesawat udara, lapangan-lapangan terbang dan kemudahan-kemudahan navigasi udara, maka Pihak-Pihak Pejanji hendaklah membantu satu sama lain dengan mempermudahkan komunikasi dan langkah-langkah lain yang sesuai yang bertujuan untuk menamatkan peristiwa atau ancaman peristiwa sedemikian dengan cepat dan dengan risiko yang minimum terhadap nyawa.

PERKARA 12

PEMINDAHAN WANG

Setiap Pihak Pejanji hendaklah memberi perkhidmatan penerbangan ditetapkan Pihak Pejanji yang satu lagi hak untuk meremitkan lebihan wang terimaan berbanding dengan perbelanjaan yang diperolehi didalam wilayah Pihak Pejanji pertama itu. Prosedur bagi peremitan itu, bagaimanapun, hendaklah mengikut peraturan-peraturan pertukaran asing Pihak Pejanji yang di dalam wilayahnya hasil itu terakru.

PERKARA 13

MAKLUMAT DAN STATISTIK

Pihak-pihak berkuasa penerbangan salah satu Pihak Pejanji hendaklah membekalkan kepada pihak-pihak berkuasa penerbangan Pihak Pejanji yang satu lagi, atas permintaan mereka, apa-apa penyata statistik berkala atau penyata statistik lain yang semunasabahnya dikehendaki bagi maksud mengkaji semula daya muatan dalam perkhidmatan-perkhidmatan dipersetujui yang dikendalikan oleh perkhidmatan-perkhidmatan penerbangan ditetapkan Pihak Pejanji yang pertama itu. Penyata-penyata sedemikian hendaklah termasuk semua maklumat yang dikehendaki untuk menentukan amaun trafik yang dibawa oleh perkhidmatan penerbangan ditetapkan itu dalam perkhidmatan-perkhidmatan dipersetujui.

PERKARA 14

PERUNDINGAN

Salah satu Pihak Pejanji boleh pada bila-bila masa meminta perundingan-perundingan mengenai apa-apa perkara yang berhubungan dengan Perjanjian ini. Perundingan-perundingan itu hendaklah bermula dalam tempoh enam puluh hari dari tarikh Pihak Pejanji yang satu lagi menerima permintaan itu, melainkan jika dipersetujui selainnya oleh Pihak-Pihak Pejanji.

PERKARA 15

PENYELESAIAN PERTIKAIAN

1. Apa-apa pertikaian yang berbangkit di antara Pihak-Pihak Pejanji berhubungan dengan tafsiran atau pemakaian Perjanjian ini hendaklah diselesaikan melalui rundingan-rundingan secara langsung di antara pihak-pihak berkuasa penerbangan Pihak-Pihak Pejanji.

2. Jika Pihak-Pihak Pejanji gagal mencapai penyelesaian melalui rundingan di bawah peruntukan perenggan (1) Perkara ini, pertikaian itu hendaklah diselesaikan melalui saluran-saluran diplomatik.

PERKARA 16

UBAHSUAIAN

1. Jika salah satu Pihak Pejanji berpendapat adalah wajar diubahsuaikan mana-mana peruntukan Perjanjian ini, ia boleh pada bila-bila masa meminta perundingan dengan Pihak Pejanji yang satu lagi. Perundingan itu hendaklah bermula dalam tempoh enam puluh hari dari tarikh penerimaan permintaan itu.

2. Apa-apa ubahsuaian kepada Perjanjian ini jika dipersetujui di antara Pihak-Pihak Pejanji hendaklah mula berkuatkuasa selepas ia disahkan melalui pertukaran nota-nota diplomatik melalui saluran-saluran diplomatik yang menunjukkan bahawa segala prosedur dalaman yang perlu telah dipenuhi oleh kedua-dua Pihak Pejanji.

3. Apa-apa pindaan atau perubahan kepada Tambahan Perjanjian ini hendaklah dipersetujui diantara pihak-pihak berkuasa penerbangan dan hendaklah mula berkuatkuasa setelah disahkan melalui suatu pertukaran nota-nota diplomatik.

PERKARA 17

PERJANJIAN BERBILANG PIHAK

Jika sesuatu konvensyen udara berbilang pihak am mula berkuatkuasa berkenaan dengan kedua-dua Pihak Pejanji, peruntukan-peruntukan konvensyen itu hendaklah mengatasi. Perundingan-perundingan mengikut Perkara 14 Perjanjian ini bolehlah diadakan dengan tujuan untuk menentukan setakat mana Perjanjian ini tersentuh oleh peruntukan-peruntukan konvensyen berbilang pihak itu.

PERKARA 18

PENAMATAN

Salah satu Pihak Pejanji boleh pada bila-bila masa memberikan notis secara bertulis melalui saluran-saluran diplomatik kepada Pihak Pejanji yang satu lagi jika ia berhasrat untuk menamatkan Perjanjian ini. Notis itu hendaklah diberitahu serentak kepada Pertubuhan Penerbangan Awam Antarabangsa. Jika notis sedemikian diberikan, Perjanjian ini hendaklah tamat dua belas bulan selepas tarikh penerimaan notis itu oleh Pihak Pejanji yang satu lagi, melainkan jika notis untuk menamatkan itu ditarik balik melalui

persetujuan sebelum habisnya tempoh ini. Sekiranya tiada akuan penerimaan oleh Pihak Pejanji yang satu lagi, notis hendaklah disifatkan telah diterima empat belas hari selepas penerimaan notis itu oleh Pertubuhan Penerbangan Awam Antarabangsa.'

PERKARA 19

PENDAFTARAN

Perjanjian ini dan apa-apa pertukaran nota mengikut Perkara 16 dan 17 hendaklah didaftarkan dengan Pertubuhan Penerbangan Awam Antarabangsa.

PERKARA 20

TAJUK

Tajuk-tajuk dimasukkan dalam Perjanjian ini dipermulaan setiap perkara bagi maksud rujukan dan kemudahan dan tidaklah dengan apa jua cara menetapkan, menghadkan atau memperihalkan skop atau maksud Perjanjian ini.

PERKARA 21

MULA BERKUATKUASA

Perjanjian ini hendaklah mula berkuatkuasa apabila kedua-dua Pihak Pejanji telah memberitahu satu sama lain bahawa mereka telah menyelesaikan kehendak-kehendak perundangan dalam negeri bagi kelulusan Perjanjian ini.

PADA MENYAKSIKAN HAL DI ATAS, wakil-wakil plenipotensiari yang bertandatangan di bawah ini, yang diberikuasa sewajarnya oleh Kerajaan-Kerajaan mereka masing-masing, telah menandatangani Perjanjian ini.

Dibuat pada 18 haribulan Disember 1995 di Kuala Lumpur dalam bahasa-bahasa Melayu, Portugis dan Inggeris, ketiga-tiga teks itu sama sahihnya. Sekiranya terdapat apa-apa ketakkonsistenan, teks bahasa Inggeris hendaklah mengatasi.

Bagi Kerajaan Persekutuan Republik Brazil

Luiz Felipe Lampreia

Bagi Kerajaan Malaysia

TAMBAHAN

JADUAL I

Melainkan jika dipersetujui selainnya oleh kedua-dua pihak berkuasa penerbangan, perkhidmatan (-perkhidmatan) penerbangan ditetapkan bagi Malaysia hendaklah hanya dikendalikan sama ada pada Laluan A atau Laluan B di bawah ini:

Laluan A

Ruang 1	*Ruang 2*	*Ruang 3*	*Ruang 4*
Tempat-tempat Berlepas	*Tempat-tempat Perantaraan*	*Tempat-tempat Di Brazil*	*Tempat-tempat Di luar*
Tempat-tempat Di Malaysia	*Mana-mana lima (5) tempat yang dipilih bagi pengendalian melalui Atlantik Selatan dan Lautan Hindi*	*Rio de Janeiro Sao Paulo*	*Mana-mana tiga (3)tempat yang dipilih di Amerika Selatan*

Laluan B

Ruang 1	*Ruang 2*	*Ruang 3*	*Ruang 4*
Tempat-tempat Berlepas	*Tempat-tempat Perantaraan*	*Tempat-tempat Di Brazil*	*Tempat-tempat Di luar*
Tempat-tempat Di Malaysia	*Mana-mana lima (5) tempat yang dipilih bagi pengendalian melalui Pasifik Selatan*	*Rio de Janeiro Sao Paulo*	*Mana-mana tiga (3)tempat yang dipilih di Amerika Selatan*

JADUAL II

Melainkan jika dipersetujui selainnya oleh kedua-dua pihak berkuasa penerbangan, perkhidmatan (-perkhidmatan) penerbangan ditetapkan bagi Persekutuan Republik Brazil hendaklah hanya dikendalikan sama ada pada Laluan A atau Laluan B di bawah ini:

Laluan A

Ruang 1 Tempat-tempat Berlepas	Ruang 2 Tempat-tempat Perantaraan	Ruang 3 Tempat-tempat Di Malaysia	Ruang 4 Tempat-tempat Di luar
Tempat-tempat Di Brazil	Mana-mana lima (5) tempat yang dipilih bagi pengendalian melalui Atlantik Selatan dan Lautan Hindi	Kuala Lumpur Satu tempat lain yang dipilih	Mana-mana tiga (3)tempat yang dipilih di Asia Tenggara

Laluan B

Ruang 1 Tempat-tempat Berlepas	Ruang 2 Tempat-tempat Perantaraan	Ruang 3 Tempat-tempat Di Malaysia	Ruang 4 Tempat-tempat Di luar
Tempat-tempat Di Brazil	Mana-mana lima (5) tempat yang dipilih bagi pengendalian melalui Pasifik Selatan	Kuala Lumpur Satu tempat lain yang dipilih	Mana-mana tiga (3)tempat yang dipilih di Asia Tenggara

NOTA:

(i) Perkhidmatan penerbangan atau perkhidmatan-perkhidmatan penerbangan ditetapkan kedua-dua Pihak Pejanji boleh dalam mana-mana atau semua penerbangan tidak singgah di mana-mana tempat yang disebut di atas.

(ii) Pengendalian berkesan, kekerapan dan penggunaan Hak-Hak Trafik yang diberikan untuk perkhidmatan penerbangan atau perkhidmatan-perkhidmatan penerbangan ditetapkan kedua-dua Pihak Pejanji hendaklah dipersetujui di antara pihak-pihak berkuasa penerbangan kedua-dua Pihak Pejanji.

(iii) Tempat-tempat perantaraan dan di luar hendaklah diberitahu oleh setiap Pihak Pejanji kepada yang satu lagi sebelum permulaan pengendalian.

AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF MALAYSIA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Federative Republic of Brazil

and

The Government of Malaysia
(hereinafter referred to as "Contracting Parties"),

Being parties to the Convention on International Civil Aviation, and

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 purpose of this Agreement, unless the context otherwise requires:

a) the term "the 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 thereof, insofar as these have become effective for both Contracting Parties;

b) the term "aeronautical authorities" means, in the case of the Federative Republic of Brazil, the Minister of Aeronautics or any person or body authorized to perform any functions at present exercised by the said Minister or similar functions, and in the case of Malaysia, the Minister of Transport or any person or body authorized to perform any functions at present exercised by the said Minister or similar functions;

c) the term "designated airline" means an airline or airlines which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of this Agreement, for the operation of air services on the routes specified in the Annex to this Agreement;

d) the terms "territory" and "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings assigned to them in articles 2 and 96 of the Convention;

e) the term "Annex to this Agreement" means the Route Schedules to this Agreement or as amended in accordance with the provisions of Article 16 of this Agreement. The Annex to this Agreement shall form an integral part of this Agreement and all references to the Agreement shall include references to the Annex except where otherwise provided;

f) the term "tariff" means:

i) the fare charged by an airline for the carriage of passengers and their baggage on scheduled air services and the charges and conditions for services ancillary to such carriage;

ii) the freight rate charged by an airline for the carriage of cargo (excluding mail) on scheduled air services;

iii) the conditions governing the availability or applicability of any such fare or freight rate including any benefits attaching to it, and

iv) the rate of commission paid by an airline to an agent in respect of tickets sold or airway bills completed by that agent for carriage on scheduled air services.

g) the term "user charge" means a charge made to airlines for the provision of airport, air navigation or aviation security facilities and services.

ARTICLE 2
Traffic Rights and Privileges

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating air services on the routes specified in the Schedules of the Annex to this Agreement (hereinafter called the "agreed services" and the "specified routes").

2. Subject to the provisions of this Agreement, an airline designated by each Contracting Party shall enjoy the following privileges:

a) to fly without landing across the territory of the other Contracting Party;

b) to make stops in the said territory for non-traffic purposes, and

c) while operating an agreed service on a specified route, to make stops in the said territory at the point or points specified for that route in the Schedule of the Annex to this Agreement for the purpose of putting down and taking on the international traffic in passengers, cargo and mail.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking up , in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
Operating Authorization

1. Each Contracting Party shall have the right to designate in writing through diplomatic channels to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline or airlines designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph 2 of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

5. At any time after the provisions of paragraphs 1 and 2 of this Article have been complied with, an airline so designated and authorized may begin to operate the agreed services provided that such services shall not be operated unless a tariff established in accordance with the provisions of Article 8 of this Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph 2 of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case when an airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this Agreement provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 4
Exemption of Duties and Taxes

1. Aircraft operating on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels 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 Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Fuel, lubricants, spare parts, regular aircraft equipment and aircraft stores taken on board the aircraft of one Contracting Party in the territory of the other Contracting Party and used solely on flights between two points in the territory of the latter Contracting Party shall be accorded with respect to customs duties, inspection fees and other similar national or local duties and charges, treatment not less favorable than that granted to the national airline of that Contracting Party.

ARTICLE 5
Commercial Activities

1. Subject to the provisions of laws and regulations in force in the territory of each Contracting Party, an airline designated by one Contracting Party in accordance with Article 3 of this Agreement is entitled to maintain the technical, administrative and commercial personnel required for the operation of air services in accordance with the Annex to this Agreement and to establish and operate offices in the territory of the other Contracting Party.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation in the currency of that territory or, subject to the national laws and regulations, in freely convertible currencies of other countries.

ARTICLE 6
Laws and Regulations on Entry and Departure

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control.

4. Neither Contracting Party may grant any preference to its own airline in relation to the designated airline of the other Contracting Party in the application of the laws and regulations referred to in paragraphs 1 and 2 of this Article.

ARTICLE 7
Capacity Provisions

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity, adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on specified routes in the territories of Sates other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;

b) traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area, and

c) the requirements of through airline operations.

4. The aeronautical authorities of the Contracting Parties shall from time to time jointly determine the practical application of the principles contained in the foregoing paragraphs of this Article for the operation of the agreed services by the designated airlines.

ARTICLE 8
Tariffs

1. The tariffs to be charged by the designated airlines of the Contracting Parties for carriage between Brazil and Malaysia shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operating the agreed services, the interests of users, reasonable profit and the tariffs of other airlines operating over the whole or part of the same route.

2. Any of the designated airlines may consult together about tariff proposals, but shall not be required to do so before filing a proposed tariff. the aeronautical authorities of each Contracting Party shall not accept a filing unless the designated airline making such filing gives an assurance that it has informed the other designated airline of the proposed tariffs.

3. Any proposed tariff for carriage between Brazil and Malaysia shall be filed with the aeronautical authorities of both Contracting Parties in such form as the aeronautical authorities may separately require to disclose the particulars referred to in Article 1 subparagraph "f". It shall be filed not less than 60 (sixty) days (unless prior approval is obtained from the respective aeronautical authorities for a short filing period before the proposed effective date. The proposed tariff shall be treated as having been filed with a Contracting Party on the date on which it is received by the aeronautical authorities of that Contracting Party. Each designated airline shall not be responsible to any aeronautical authorities other than its own for the justification of the tariffs so proposed except where a tariff has been unilaterally filed.

4. Any proposed tariff may be approved by the aeronautical authorities of either Contracting Party at any time provided it has been in accordance with paragraph 3 of this Article.

5. If a tariff is not approved in accordance with the provisions of paragraph 4 of this Article, the aeronautical authorities of either Contracting Party may request consultations which shall be held within 60 (sixty) days of the request, or as otherwise agreed by both aeronautical authorities.

6. If a tariff has not been approved by one of the aeronautical authorities in accordance with paragraph 4 of this Article, and the aeronautical authorities have been unable to agree following consultations held in accordance with paragraph 5 of this Article, the dispute may be settled in accordance with the provisions of Article 15 of this Agreement. In no circumstances, however, shall a Contracting Party require a different tariff from the tariff of its own designated airline for comparable services between the same points.

7. A tariff established in accordance with the provisions of this Article shall remain in force until a replacement tariff has been established.

8. The tariffs charged by the designated airline of one Contracting Party for carriage between the area of the other Contracting Party and the territory of a State which is not a Contracting Party shall be subject to the approval of the other Contracting Party and such non-contracting State, provided, however, that a Contracting Party shall not require a different tariff from the tariff of its own airline for comparable services between the same points. The designated airline of each Contracting Party shall file such tariffs with the other Contracting Party, in accordance with its requirements. Approval of such tariffs may be withdrawn on no less than 30 (thirty) days notice provided, however, that a Contracting Party withdrawing such approval shall permit the designated airline concerned to apply the same tariffs as its own airline for comparable services between the same points.

ARTICLE 9
Recognition of Certificates and Licenses

1. Certificates of Airworthiness, Certificates of Competency and Licenses issued or rendered valid by either Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, not to recognize as valid, for the purpose of flights over its own territory, Certificates of Competency and Licenses granted to its nationals or rendered valid for them by the other Contracting Party or by any other State.

ARTICLE 10
User Charges

1. Neither Contracting Party shall impose or permit to be imposed on a designated airline of the other Contracting Party user charges higher than those imposed on its designated airline operating similar international air services.

2. Where applicable, each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airline's representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 11
Aviation Security

1. Consistent with their rights and obligations under International Law, the Contracting 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 Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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 and any other convention relating to the security of civil aviation to which both Contracting Parties are party.

2. The Contracting 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 Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization (ICAO) and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; each Contracting Party shall require that operators of aircraft of their registry or operators who have their principle place of business or permanent residence in their territory act in conformity with such aviation security provisions. Accordingly each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aforementioned aviation security provisions. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such difference.

4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, their carry on items as well as cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures to meet a particular threat to civil aviation.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft , airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and with minimum risk to life such incident or threat thereof.

ARTICLE 12
Transfer of Funds

Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to remit the excess over expenditure of receipts earned in the territory of the first Contracting Party. The procedure for such remittance, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

ARTICLE 13
Information and Statistics

1. The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity of the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that designated airline on the agreed services.

ARTICLE 14
Consultation

Either Contracting Party may at any time request consultations on any matter related to this Agreement. Such consultations shall begin within a period of 60 (sixty) days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

ARTICLE 15
Settlement of Disputes

1. Any dispute arising between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties.

2. If the Contracting Parties fail to reach a settlement by negotiation under the provision of paragraph 1 of this Article, the dispute shall be settled through diplomatic channels.

ARTICLE 16
Modifications

1. If either of the Contracting Parties considers it desirable to modify any provisions of this Agreement, it may at any time request consultation with the other Contracting Party. Such consultation shall begin within a period of 60 (sixty) days from the date of receipt of such request.

2. Any modification to this Agreement if agreed between the Contracting Parties shall enter into force after they have been confirmed by an exchange of diplomatic Notes through diplomatic channels indicating that all necessary internal procedures have been completed by both Contracting Parties.

3. Any amendment or modification of the Annex to this Agreement shall be agreed upon between the aeronautical authorities and shall take effect upon confirmation by an exchange of diplomatic Notes.

ARTICLE 17
Multilateral Convention

If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations, in accordance with Article 14 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

ARTICLE 18
Termination

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expire of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received 14 (fourteen) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 19
Registration

This Agreement and any exchange of notes in accordance with Articles 16 and 17 shall be registered with the International Civil Aviation Organization.

ARTICLE 20
Titles

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement.

ARTICLE 21
Entry into Force

The Contracting Parties shall notify each other, through the diplomatic channels, of the conclusion of the internal legal requirements necessary for the approval of this Agreement, which shall enter into force on the date of such last notification.

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

Done in Kuala Lumpur, on December 18, 1995, in duplicate, in the Portuguese, Malay and English languages, the three texts being equally authentic. In case of divergence, the English text shall prevail.

FOR THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC
OF BRAZIL
Luiz Felipe Lampreia

FOR THE GOVERNMENT OF
MALAYSIA

ANNEX

SCHEDULE I

Unless otherwise agreed by both aeronautical authorities, the designated airline(s) of the Federative Republic of Brazil shall only operate on either Route A or Route B below:

Route A

Column 1	Column 2	Column 3	Column 4
Points of Departure	Intermediate Points	Points in Brazil	Points Beyond
Points in Malaysia	Any 5 (five) points to be selected for operations via the South Atlantic and the Indian Ocean	Rio de Janeiro São Paulo	Any 3 (three) points to be selected in South America

Route B

Column 1	Column 2	Column 3	Column 4
Points of Departure	Intermediate Points	Points in Brazil	Points Beyond
Points in Malaysia	Any 5 (five) points to be selected for operations via the South Pacific	Rio de Janeiro São Paulo	Any 3 (three) points to be selected in South America

SCHEDULE II

Unless otherwise agreed by both aconautical authorities, the designated airline(s) of the Federative Republic of Malaysia shall only operate on either Route A or Route B below:

Route A

Column 1	Column 2	Column 3	Column 4
Points of Departure	Intermediate Points	Points in Malaysia	Points Beyond
Points in Brazil	Any 5 (five) points to be selected for operations via the the Indian Ocean	Kuala Lumpur One other point to be selected	Any 3 (three) points to be selected in South-East Asia

Route B

Column 1	Column 2	Column 3	Column 4
Points of Departure	Intermediate Points	Points in Malaysia	Points Beyond
Points in Brazil	Any 5 (five) points to be selected for operations via the the South Pacific	Kuala Lumpur One other point to be selected	Any 3 (three) points to be selected in South-East Asia

NOTES

i) The designated airline or airlines of both Contracting Parties may on any or all flights omit calling at any of the points mentioned above.

ii) The effective operations, frequencies and the exercise of Traffic Rights granted for the designated airline or airlines of both Contracting Parties shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

iii) The intermediate and beyond points shall be notified by each Contracting Party to the other prior to the commencement of operations.