AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF CÔTE D'IVOIRE

The Government of the Federative Republic of Brazil ("Brazil");

and

the Government of the Republic of Côte d'Ivoire ("Côte d'Ivoire");

hereinafter referred to as "Parties";

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

desiring to contribute to the progress of international civil aviation;

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

have agreed as follows:

Article 1
Definitions

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

a) "aeronautical authority" means, in the case of Côte d'Ivoire, the Minister in charge of Civil Aviation and in the case of Brazil, the civil aviation authority represented by the National Civil Aviation Agency (ANAC); or in both cases any other authority or person empowered to perform the functions exercised by the said authorities;

b) "Agreement" means this Agreement, any annex to it, and any amendments thereto;

c) "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a

route during a specific period, such as daily, weekly, seasonally or annually;

d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;

e) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

f) "price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, including any other mode of transportation in connection therewith, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

g) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

h) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

i) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention.

Article 2
Grant of rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:

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

b) to make stops in the territory of the other Party for non-traffic purposes;

c) to make stops at the point(s) on the route(s) specified in the Route Schedule jointly agreed upon by the aeronautical authorities of both Parties for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail separately or in combination; and

d) other rights specified in this Agreement.

3. The airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

4. Nothing in this Agreement shall be deemed to confer on the designated airline(s) of one of the Parties the privilege of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined for another point in the territory of the other Party.

Article 3
Designation and authorization

1. Each Party shall have the right to designate in writing to the other Party, an airline or airlines to operate the agreed services and to withdraw or alter such designation. These notifications shall be made through diplomatic channels.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

a) the designated airline is established in the territory of the designating Party;

b) effective regulatory control of the designated airline is exercised and maintained by the Party designating the airline;

c) the Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); and

d) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. On receipt of the operating authorization of paragraph 2 of this Article, the designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4
Withholding, revocation and limitation of authorization

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently in the event:

a) they are not satisfied that the designated airline is established in the territory of the Party designating the airline; or

b) that effective regulatory control of the designated airline is not exercised and maintained by the Party designating the airline; or

c) of failure of the Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); or

d) of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of the present Article is essential to prevent further infringements of laws and regulations, or of

the provisions of this Agreement, such right shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

Article 5
Application of laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the airlines of the other Party.

2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the airline of the other Party while they are within the said territory.

3. Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

4. Passengers, baggage, cargo and mail in direct transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6
Recognition of certificates and licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the

Convention, and which difference has been filed with the International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

Article 7
Safety

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 of this Article, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

Article 8
Aviation security

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

2. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft who are established in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

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

6. Each Party shall have the right, within sixty (60) days following notice, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

Article 9
User charges

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

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

Article 10
Customs duties

1. Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges, not based on the cost of services provided on arrival, on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 above:

a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;

b) retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party; or

c) taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated

airline of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time, as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 11
Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.

2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

Article 12
Pricing

1. Prices charged for air services operated under this Agreement may be freely established by the airlines and shall not be subject to approval.

2. Each Party may require notification to or filing with the authorities by the designated airlines of prices for transportation originating from its territory.

Article 13
Competition

1. The Parties shall inform each other, upon request, about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.

2. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.

3. Notwithstanding any other provision to the contrary, nothing in this Agreement shall

a) require or favour the adoption of agreements between undertakings, decisions by associations of undertakings or concerted practices that prevent or distort competition;

b) reinforce the effects of any such agreement, decision or concerted practice; or

c) delegate to private economic operators the responsibility for taking measures that prevent, distort or restrict competition.

Article 14
Currency conversion and remittance of earnings

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.

2. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges except those normally made by banks for the carrying out of such conversion and remittance.

3. The provisions of this Article do not exempt the airlines of both Parties of the duties, taxes and contributions they are subject to.

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

Article 15
Commercial activities

1. Each Party shall accord airlines of the other Party the right to sell and market international air services in its territory directly or through agents or other intermediaries of the airline's choice, including the right to establish offices, both on-line and off-line.

2. Each airline shall have the right to sell transportation in the currency of that territory or, subject to its national laws and regulations, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

3. The designated airline(s) of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.

4. The staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Party and authorized to perform such services for other airlines.

5. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations:

a) each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 3 of this Article; and

b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

Article 16
Operational flexibility

1. Each airline may, in operating services authorized by this instrument, use its own aircraft or aircraft that have been leased ("dry lease"), subleased, rented by the hour ("interchange" or "lease for hours"), or leased with crew, insurance and maintenance ("wet lease"), through a contract between airlines of either Party or third countries, observing the laws and regulations of each Party and the Protocol on the Amendment to the Convention (Article 83 bis). The aeronautical authorities of the Parties shall conclude a specific agreement

establishing the conditions of transfer of responsibility for safety, as provided by the International Civil Aviation Organization.

2. On any sector or sectors of the routes of the Annex of the Agreement, any airline shall be entitled to perform international air transportation, including under code sharing arrangements with other airlines, without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated, provided that the transportation beyond such point is a continuation of the transportation from the territory of the Contracting Party that has designated the airline and in the inbound direction the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

Article 17
Statistics

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

Article 18
Approval of schedules

1. The designated airline of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.

2. For supplementary flights which the designated airline of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least five (5) working days prior to the operation of such flights.

Article 19
Consultations

1. Either Party may, at any time, request consultations on the interpretation, application, implementation, or amendment of this Agreement or compliance with this Agreement.

2. Such consultations, which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date the other Party receives a written request, unless otherwise agreed upon by the Parties.

Article 20
Settlement of disputes

1. In the case of any dispute arising between the Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of both Parties shall in the first place endeavor to settle it by consultations and negotiation.

2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

Article 21
Amendments

Amendments to this Agreement shall enter into force according to the procedure stated in Article 25.

Article 22
Multilateral agreements

If a multilateral agreement concerning air transport comes into force in respect of both Parties, the present Agreement shall be amended so as to conform with the provisions of that multilateral agreement.

Article 23
Termination

Either Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at midnight, local time of the notified Party immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

Article 24
Registration with ICAO

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

Article 25
Entry into force

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

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

Done at Abidjan this 13th day of October 2017, in duplicate in Portuguese, French, and English, all texts being authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

Aloysio NUNES FERREIRA
Minister of Foreign Relations

FOR THE GOVERNMENT OF THE REPUBLIC OF CÔTE D'IVOIRE

Marcel AMON-TANOH
Minister of Foreign Affairs

Annex
Route schedule

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

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in Brazil	Any points	Any points in Côte d'Ivoire	Any points

Routes to be operated by the designated airline(s) of Côte d'Ivoire

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any points in Côte d'Ivoire	Any points	Any points in Brazil	Any points

NOTES:

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

a) operate flights in either or both directions;

b) combine different flight numbers within one aircraft operation;

c) serve intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order, without cabotage rights;

d) omit stops at any point or points; and

e) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes

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

2. The exercise of fifth freedom traffic rights shall be considered by the aeronautical authorities of both Parties on a case by case basis.