AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF INDIA

The Government of the Federative Republic of Brazil

and

The Government of the Republic of India
(hereinafter referred to as the "Parties"),

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

Desiring to promote international air services between their respective territories;

Desiring to promote an international aviation system based on competition among airlines; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation;

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 Brazil, the civil aviation authority represented by the National Civil Aviation Agency (ANAC); in the case of India the Director General of Civil Aviation, Government of India; 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 Route Schedule jointly agreed upon by the aeronautical authorities of both Parties.

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 paragraph 2 shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, baggage, cargo and mail for remuneration and destined for another point in the territory of the other Party.

Article 3
Designation and Authorisation of Airlines

1. Each Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations. Such designations shall be made in writing and transmitted to the other Party through diplomatic channels and shall identify whether the airline is authorised to conduct the type of air services agreed.

2. Upon receipt of such designation and application from the designated airline(s) of either Party, in the form and manner prescribed for the purpose, the aeronautical authorities of the other Party shall grant the appropriate operating authorisation with minimum procedural delay, provided that:

a) substantial ownership and effective control of that airline are vested in the Party designating the airline or its nationals;

b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to operation of international air services by the Party considering the application; and

c) the Party designating the airline is maintaining and administering the standards set forth in Article 7 (Safety) and Article 8 (Aviation Security).

Article 4
Revocation or Suspension of Operating Authorisation

1. Either Party may revoke or suspend the operating authorisation granted to an airline designated by the other Party or impose such conditions as it may deem necessary in any case where:

a) substantial ownership and effective control of that airline are not vested in the other Party or its nationals;

b) that airline has failed to comply with the laws and regulations referred to in Article 5 (Applications of Laws) of this Agreement; or

c) the other Party is not maintaining and administering the standards set out in Article 7 (Safety) .

2. Unless immediate action is essential to prevent further non-compliance with clauses (b) and (c) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorisation of an airline of the other Party in accordance with the provisions of Article 8 (Aviation Security).

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. Either Party may request consultations concerning the safety standards maintained in respect of an airline designated by the other Party relating to aeronautical facilities, aircrews, aircraft and operation of the designated airline(s). Such consultations shall take place within 30 days of the request or any longer period as may be agreed between the Parties.

2. If, following such consultations, one Party finds that safety standards in the areas referred to in paragraph (1) that meet the standards established at that time in accordance with the Convention are not effectively maintained and administered in respect of airline(s) designated by the other Party, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action.

3. Each Party reserves the right to suspend or limit the operating authorization of an airline designated by the other Party in the event the other Party does not take appropriate corrective action within 30 days.

4. It is agreed that any aircraft operated by an airline of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be

made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

5. If any such ramp inspection or series of ramp inspections gives rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

6. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Party in accordance with paragraph (4) of this Article is denied by a representative of that airline, the other Party shall be free to infer that serious concerns of the type referred to in paragraph (5) of this Article arise and draw the conclusions referred to in that paragraph.

7. Each Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Any action by one Party in accordance with paragraphs (3) or (7) of this Article shall be discontinued once the basis for taking that action ceases to exist.

Article 8
Aviation Security

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

Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other convention and protocol relating to the security of civil aviation 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. 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 all airlines operating and its own airlines operating similar international services.

2. User charges imposed on the designated airline(s) of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities of providing the appropriate airport, environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. 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.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 20 (Settlement of Disputes), to be in breach of a provision of this Article, if:

a) it has undertaken a review of the charge or practice that is the subject of complaint by the other Party within a reasonable time; and

b) following such a review, it has taken all steps within its power to remedy any charge or practice that is inconsistent with this Article.

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:

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. The capacity to be provided and the frequency of services to be operated by the designated airline(s) of each Party shall be agreed between both Parties.

2. If applicable, any increase in the capacity to be provided and the frequency of services to be operated by the designated airlines of each Party shall be subject to agreement between both Parties. Pending such an agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

3. Notwithstanding the foregoing, the designated airlines of each Party shall be entitled to operate any number of all-cargo services between each other's territory with any type of aircraft with full 3rd, 4th and 5th freedom traffic rights regardless of the points specified in the Route Schedule. Such all-cargo services may also be operated under co-operative marketing arrangements such as code sharing, blocked space, etc. with any other airline(s), including airlines of third countries.

Article 12
Co-operative Marketing Arrangements

1. The designated airline(s) of each Party may enter into co-operative marketing arrangements, such as code-share, block space or any other joint venture arrangement, with –

a) the designated airline(s) of the same Party; or

b) the designated airline(s) of the other Party; or

c) the designated airline(s) of a third country.

2. The operating airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the capacity entitlements and meet the requirements normally applied to such arrangements.

3. All marketing airline(s) involved in the co-operating arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements.

4. The total capacity operated by the air services performed under such arrangements shall be counted only against the capacity entitlement of the Party designating the operating airline(s). The capacity offered by the marketing airline(s) on such services shall not be counted against the capacity entitlement of the Party designating that airline.

5. The designated airline(s) of either side shall be allowed to transfer traffic (i.e. starburst) between aircraft involved in the code-share operations without restriction as to number, size and type of aircraft.

6. In addition to the operating airline(s), the aeronautical authorities of each side may require the marketing airline(s) to file schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.

7. When holding out services for sale under such arrangements, the concerned airline or its agent shall make it clear to the purchaser at the point of sale as to which airline shall be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.

8. Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Parties before implementation of the code-share arrangements.

Article 13
Pricing

1. Prices charged for air services operated under this Agreement may be freely established 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 to and from its territory.

3. Notwithstanding the foregoing, each Party may notify the other Party to:

a) prevent tariffs whose application constitutes anti-competitive behavior which to have the effect of crippling a competitor or excluding a competitor from a route;

b) protect consumers from tariffs that are excessive or restrictive due to the abuse of a dominant position; and

c) protect airlines from tariffs that are predatory or artificially low.

4. For the purposes set out in paragraph (3) of this Article, the Parties may require the designated airlines of the other Party to provide information relating to the establishment of the tariffs.

5. If one Party believes that the tariff charged by designated airline(s) of the other Party is inconsistent with the considerations set forth in paragraph (3) of this Article, it may notify the other Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than 30 days after receipt of the request. If the Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect.

Article 14
Competition

1. The Parties shall inform each other 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.

Article 15
Currency Conversion and Remittance of Earnings

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, on demand, all local revenues from the sale of air transport services 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 16
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 or airlines of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.

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

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

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

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

Article 17
Statistics

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 for the purpose of reviewing the capacity provided on the agreed services operated by the designated airline(s) of the first Party.

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 30 (thirty) 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 15 (fifteen) days prior to the operation of such flights.

3. If because of special and unusual circumstances, a designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Parties.

4. The designated airlines of one Party shall have the right to use airways, airports and other facilities provided by the other Party on a non-discriminatory basis.

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 60 (sixty) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

Article 20
Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavour to settle it by consultations between the Parties.

2. If Parties fail to resolve the dispute by negotiations, it shall be settled through diplomatic channels.

3. Any dispute arising under this Agreement that is not resolved by the procedure stated in para 1 and 2 above, may be referred, by agreement of the Parties, to some person or body for decision. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.

4. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

a) Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with clause (a) of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the senior most Vice President who is not disqualified on that ground shall make the appointment. In the event that either the President or the senior most qualified Vice President appoints the third arbitrator under this Paragraph, that third arbitrator shall not be a national of either of the Parties.

5. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own rules of procedure. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.

6. Except as otherwise agreed or as directed by the tribunal, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or on its own initiative within 15 days after replies are due.

7. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

8. Either Party may make a request for clarification on the decision within 15 days after it has been rendered and the clarification shall be issued within 15 days of such request.

9. Each Party shall, to the extent consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

10. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedure set out in clause (b) of paragraph (4) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 21
Amendments

Any amendment to this Agreement agreed to by the Parties in accordance with Article 19 (Consultations), shall come into effect on a date to be determined by an exchange of diplomatic notes, indicating that all necessary internal procedures have been completed by both Parties.

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
Intermodal Services

The designated airline(s) of each Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Party, subject to National Laws and Regulations of the concerned Party. Such airline(s) may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. The intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of such transportation.

Article 24
Termination

Either Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at midnight, local time of the notified Party immediately before the first anniversary of the date of receipt of the notice, 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 25
Registration with ICAO

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

Article 26
Entry into Force

This Agreement will 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 , this day of 2011, in duplicate in Portuguese, Hindi and English, all texts being authentic. In case of any divergence of interpretation of the Portuguese and Hindi texts, the English text shall prevail.

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL	FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA
	