

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

The Government of Jamaica and the Government of the Federative Republic of Brazil (hereinafter referred to as the Parties);

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of 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 purpose of this Agreement, unless otherwise stated, the term:

- a) "aeronautical authorities" means, in the case of Jamaica, the Minister responsible for civil aviation and the Jamaica Civil Aviation Authority, and in the case of the Federative Republic of Brazil, the Civil Aviation Authority, constituted by the National Civil Aviation Agency - ANAC, or in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;
- b) "Agreement" means this Agreement, its Annex and any amendments thereto;
- c) "agreed services" means air services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;
- d) "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Convention;
- e) "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;
- f) "designated airline" means an airline which has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

- g) "ICAO" means the International Civil Aviation Organization;
- h) "specified route" means one of the routes specified in the Annex to this Agreement;
- i) "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;
- j) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention; and
- k) "user charges" means a charge made to airlines by the competent authorities of each Party, 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.

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 attached hereto in the Annex.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy, while operating international air services:
 - a) the right to fly without landing across the territory of the other Party;
 - b) the right to make stops in the territory of the other Party for non-traffic purposes;
 - c) the right to embark and disembark passengers, baggage, cargo and mail, separately or in combination, in the territory of one Party at points on the specified routes destined for, or coming from, points in the territory of the other Party; and
 - d) the right to embark and disembark passengers, baggage, cargo and mail, separately or in combination, in the territories of third countries at the points on the specified routes destined for, or coming from, points in the territory of the other Party.
3. The airlines of each Party operating scheduled services, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in Paragraphs 2 a) and b) of this Article.
4. Nothing in this Article 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 said Party.

ARTICLE 3

Designation and Authorisation

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 through diplomatic channels. On receipt of such a designation and on application from the designated airline, in the form and manner prescribed for obtaining the required operating authorisation, each Party shall grant the appropriate operating authorisation 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, and that the airline has its principal place of business in the territory of the said Party;
 - 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 services by the Party receiving the designation.
2. On receipt of the operating authorisation as provided for in Paragraph 1 of this Article, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the designated airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Withholding Revocation and Limitation of Authorisation

1. The aeronautical authorities of each Party shall have the right to withhold the authorisations referred to in Article 3 (Designation and Authorisation) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorisations, temporarily or permanently:
 - a) in the event that they are not satisfied that the airline is established in the territory of the Party designating the airline; or
 - b) in the event that effective regulatory control of the designated airline is not exercised and maintained by the Party designating the airline, and that airline does not have its principal place of business in the territory of the said Party; or
 - c) in the event 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) in the event of failure by that designated airline to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party receiving the designation.
2. Such a right shall be exercised only after consultation with the other Party, unless immediate revocation, suspension or imposition of the conditions provided for under Paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

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 designated airline(s) 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, baggage, cargo and mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, baggage, cargo and mail carried by the aircraft of the designated airline(s) 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 a designated airline(s) of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6
Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Party and still in force shall be recognised as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licences 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 licences 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 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 recognise for the purpose of flights above or landing within its own territory, certificates of competency and licences 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 that meet the ICAO 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 authorised 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 ICAO 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 authorisation of an airline or airlines of the other Party.
5. Any action by one Party in accordance with Paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to Paragraph 2, if it is determined that one Party remains in non-compliance with ICAO Standards when the agreed time period has lapsed, 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, 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 and 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 to which both Parties adhere.
2. The Parties shall provide upon request all appropriate 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 have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and 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 all requests 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 notification, 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. All assessments shall be covered by a specific agreement on the protection of information between the aeronautical authorities of both Parties.
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 authorisations of the designated airline(s) 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 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, 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 designated airline 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.
4. The exemptions provided for by this Article shall also be available in situations where a designated airline of one Party has entered into arrangements with another airline or airlines for the loan or transfer in the area of the other Party of the regular equipment and the other items referred to in Paragraph 1 of this Article, provided that other airline or airlines similarly enjoy such exemptions from that other Party.
5. Save in relation to measures concerning security, 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, subject to each Party's national laws, and on the basis of reciprocity.
6. The relief from customs duties, excise taxes, inspection fees and other national duties and charges shall not be extended to charges based on the cost of services provided to the designated airline(s) of a Party in the territory of the other Party.

ARTICLE 10

Taxation

1. Capital represented by aircraft operated in international air services by a designated airline shall be taxable only in the territory of the Party in which the place of effective management of the designated airline is situated.
2. Profits from the operation of the aircraft of a designated airline in international air services as well as goods and services supplied to it shall be taxable according to the laws and regulations of each Party, which shall endeavour to conclude a special agreement for the avoidance of double taxation.

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 airline(s) 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.
3. Each Party shall take appropriate action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Party.

ARTICLE 12

Pricing

1. Prices charged for air services operated under this Agreement may be freely established by the designated airline(s) and shall not be subject to approval.
2. Each Party may require notification to or filing with the authorities by the designated airline(s) of prices for transportation originating from its territory.
3. The aeronautical authorities of each Party may request consultations with the aeronautical authorities of the other Party on any price charged by a designated airline of the other Party for international air services to or from the territory of the first Party, including prices for which a notice of dissatisfaction has been given. These consultations shall be held no later than fifteen (15) days after the receipt of the request. The aeronautical authorities of both Parties shall cooperate in securing the necessary information for reasoned resolution of the issue. If an agreement is reached with respect to a price for which a notice of dissatisfaction has been given, the aeronautical authorities of each Party shall use their best efforts to put that agreement into effect. If such mutual agreement is not reached, the price shall go into effect or continue in effect.

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
Commercial Activities

1. Each Party shall accord to the designated airline(s) 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 designated airline's choice, including the right to establish offices, both on-line and off-line.
2. Each designated airline shall have the right to sell international air services 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 international air services in currencies accepted by that designated 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 referred to in Paragraph 3 above may, at the option of the designated airline(s) of one Party, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Party and authorised 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, make special efforts to facilitate the grant of the necessary employment authorisations, 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 authorisations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE 15
Code-Sharing

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with:
 - a) an airline(s) of the same Party,
 - b) an airline(s) of the other Party;
 - c) an airline(s) of a third country;
 - d) a surface transportation provider of any country,provided that all airlines in such arrangements:
 - (i) hold the appropriate authority; and
 - (ii) meet the requirements normally applied to such arrangements.

2. The airlines are required to file for approval any proposed cooperative arrangement with the aeronautical authorities of both Parties before its proposed introduction.
3. Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction to modes of transport, to employ, in connection with international air transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo transportation. Such intermodal cargo services may be offered at a single through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE 16
Leasing of Aircraft

Each designated airline may, in operating services authorised by this Agreement, 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 Chicago Convention (Article 83 bis). The aeronautical authorities of the Parties will assess the need to conclude a specific agreement establishing the conditions of transfer of responsibility for safety, as provided by the ICAO.

ARTICLE 17
Conversion and Remittance of Revenues

1. Each Party shall permit the designated airline(s) of the other Party to convert and transmit abroad to the airline's choice of State, on demand, all local revenues from the sale of international air services in excess of sums locally disbursed, with conversion and remittance permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.
2. The conversion and remittance of such revenues shall be permitted in conformity with the applicable laws and regulations and are not subject to any administrative or exchange charges except those normally made by banks for the carrying out of such conversion and remittance.
3. The provisions of this Article do not exempt the airlines of both Parties from the duties, taxes and contributions to which they are subject.

ARTICLE 18

User Charges

1. Neither Party shall impose or permit to be imposed on the designated airline(s) 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 by those charging authorities, where practicable through those airlines' representative organisations.

ARTICLE 19

Statistics

The aeronautical authorities of each Party shall provide or cause its designated airline(s) to provide to 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 20

Approval of Schedules

1. The designated airline(s) 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, to meet special traffic peaks, 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 21

Ground Handling

Subject to applicable safety provisions, and the applicable laws and regulations of each Party, including ICAO Standards and Recommended Practices (SARPs) contained in Annex 6 to the Convention, a designated airline may choose from among competing providers of ground handling services.

ARTICLE 22

Consultations

1. In a spirit of close cooperation, the aeronautical authorities of the Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement or discussing any problem related thereto.

2. Such consultations shall begin within a period of forty five (45) days of the date of receipt of such a request, unless otherwise agreed by the Parties.

ARTICLE 23

Amendments

Any amendment or modification of this Agreement or its Annex agreed by the Parties shall come into effect on a date to be determined in an exchange of diplomatic notes, indicating that all necessary internal procedures have been completed by both Parties.

ARTICLE 24

Multilateral Agreements

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

ARTICLE 25

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 try to settle that dispute by consultations and negotiation.
2. If the Parties fail to reach a settlement of the dispute by negotiation, the dispute shall be settled through diplomatic channels.
3. If the dispute cannot be settled through diplomatic channels, the dispute shall, at the request of either Party, be referred to a person or body for decision by agreement of the Parties (Mediation or Arbitration).

ARTICLE 26

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 one year after the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

ANNEX
Route Schedule

Airlines of each Party shall, in accordance with the terms of their designation, be entitled to perform international air services between points on the following routes:

a. Routes for the airline(s) designated by the Government of Jamaica:

JAMAICAN ROUTES			
Points in Jamaica	Any intermediate points	Points in Brazil	Any points beyond

b. Routes for of the airline(s) designated by the Government of the Federative Republic of Brazil:

BRAZILIAN ROUTES			
Points in Brazil	Any intermediate points	Points in Jamaica	Any points beyond

Notes:

1. Each designated airline may on any or all flights and at its option:
 - a) Operate flights in either or both directions;
 - b) Combine different flight numbers within one aircraft operation;
 - c) Omit stops at any point or points;
 - d) Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
 - e) Serve intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order with 5th Freedom rights, but excluding cabotage rights;
 - f) Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;
 - g) Make stopovers at any points whether within or outside the territory of either Party;
 - h) Carry transit traffic through the other Party's territory;
 - i) Combine traffic on the same aircraft regardless of where such traffic originates

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

2. **Non-Scheduled Flights**

Each Party, in accordance with its laws and regulations, shall give favourable consideration to requests by the airline(s) of the other party for non-scheduled passenger and cargo operations between their territories using 3rd and 4th freedom rights

3. Change of Gauge

On any sector or sectors of the specified routes of the Route Schedule, any designated airline will 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 in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and in the inbound direction the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

ARTICLE 27
Registration with ICAO

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

ARTICLE 28
Entry into Force

This Agreement shall enter into force on a date to be determined in an exchange of diplomatic notes indicating that all necessary internal procedures have been completed by both Parties.

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

Done at Kingston, Jamaica, this 13th day of February 2014 in English and in Portuguese, each of which shall be of equal authenticity.

FOR THE GOVERNMENT OF
JAMAICA

FOR THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL




