

No. 551

**NETHERLANDS
and
SWITZERLAND**

**Provisional Agreement relating to air services (with annex).
Signed at Berne, on 7 March 1949**

French official text communicated by the Secretary-General of the International Civil Aviation Organization. The registration took place on 7 September 1949.

**PAYS-BAS
et
SUISSE**

**Accord provisoire relatif aux lignes aériennes (avec annexe).
Signé à Berne, le 7 mars 1949**

Texte officiel français communiqué par le Secrétaire général de l'Organisation de l'aviation civile internationale. L'enregistrement a eu lieu le 7 septembre 1949.

TRANSLATION — TRADUCTION

No. 551. PROVISIONAL AGREEMENT¹ BETWEEN SWITZERLAND AND THE NETHERLANDS RELATING TO AIR SERVICES. SIGNED AT BERNE, ON 7 MARCH 1949

Whereas the Netherlands Government and the Swiss Federal Council consider

that the possibilities of commercial aviation as a means of transport have considerably increased;

that it is desirable to organize in a safe and orderly form regular air communications and to develop as far as possible international co-operation in this field;

that it is therefore necessary to conclude an agreement between the Netherlands and Switzerland regulating air transport by regular services,

Now therefore they have for this purpose appointed representatives who, being duly authorized, have agreed upon the following provisions:

Article 1

a. The Contracting Parties grant each other in peacetime the rights specified in the Annex hereto for the establishment of the international air services described therein, which pass through or serve their respective territories.

b. Each Contracting Party shall designate one or more airlines to operate the agreed services and shall decide upon the date of opening of such services.

Article 2

a. Each Contracting Party shall, subject to the provisions of article 8, issue without delay the requisite operating permit to the airline or airlines designated by the other Contracting Party.

b. Nevertheless, before being authorized to open the agreed services, such airlines may be called upon to provide proof of qualification in accordance with the laws and regulations normally applied by the aeronautical authorities issuing the operating permit.

¹ Came into force on 7 March 1949, as from the date of signature, in accordance with article 11 (*a*).

Article 3

The Contracting Parties agree that

a. The capacity provided by the airlines of the Contracting Parties shall be adapted to traffic demands.

b. The airlines of the Contracting Parties shall, in the operation of common routes, take into account their mutual interests so as not to affect unduly their respective services.

c. The services specified in the annexed schedules shall have as their primary objective the provision of capacity corresponding to the traffic demands between the country of the airline and the countries of destination.

d. The right to embark or disembark, at the points specified in the annexed schedules, international traffic destined for or coming from third countries, shall be exercised in accordance with the general principles of orderly development to which the Netherlands and Swiss Governments subscribe and in such a manner that capacity shall be related:

1. to traffic demands between the country of origin and the countries of destination;
2. to the requirements of economic operation of the agreed services;
3. to the traffic demands of the areas through which the airline passes after taking account of local and regional services.

Article 4

Rates shall be fixed at reasonable levels by agreement between the designated airlines, regard being paid to economy of operation, reasonable profit and the characteristics of each service. In fixing such rates regard shall also be paid to the recommendations of the International Air Transport Association (I.A.T.A.). In default of such recommendations, the Netherlands and Swiss airlines shall consult the airlines of third countries operating the same routes. The rates shall be submitted to the competent aeronautical authorities of the Contracting Parties for approval. If the airlines are unable to reach agreement or if one of the aeronautical authorities does not approve such rates, those authorities shall endeavour to find a solution. In the last resort the procedure provided in article 9 of the present agreement shall be applied.

Article 5

a. The Contracting Parties agree that the charges imposed for the use of airports or other facilities by the airline or airlines of either of them shall

not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

b. Fuel, lubricating oils and spare parts introduced into or taken on board in the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party and intended solely for use by machines of that airline shall be exempt from customs duties and shall enjoy national or most-favoured-nation treatment with respect to inspection fees and other national duties and charges.

c. All aircraft used on the agreed services by the designated airline or airlines of one Contracting Party, and the fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft, shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other national duties or charges, even though such supplies be used or consumed by or in such aircraft on flights within that territory.

d. The supplies enumerated in paragraph *c* of the present article, and enjoying the exemption provided above, may only be unloaded with the approval of the customs authorities of the other Contracting Party. They shall remain under the customs supervision of the other Contracting Party until their re-exportation.

Article 6

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article 7

a. The laws and regulations of one Contracting Party relating to entry into or departure from its own territory of aircraft engaged in international air navigation, or to flights of such aircraft above its territory, shall be applied to aircraft of the airline or airlines of the other Contracting Party.

b. The laws and regulations in force in the territory of one Contracting Party respecting the entry, stay and departure of passengers, crews or cargo, such as those relating to procedure, immigration, passports, customs and

quarantine, shall be applied to passengers, crews or cargo carried by aircraft of the airlines of the other Contracting Party while within that territory.

c. Simplified procedure shall be used in the case of passengers in transit through the territory of either Contracting Party. Baggage and cargo in transit shall be exempt from customs duties, inspection fees and similar charges.

Article 8

Each Contracting Party reserves the right to refuse or revoke an operating permit in respect of an airline designated by the other Contracting Party whenever it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of either Contracting Party or whenever that airline fails to comply with the laws and regulations referred to in article 7 or to perform its obligations under this agreement.

Article 9

a. The Contracting Parties agree to submit to arbitration any dispute relative to the interpretation or application of this agreement or of the annex thereto which is incapable of settlement by direct negotiation.

b. Such disputes shall be referred to the Council of the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.¹

c. The Contracting Parties may however by agreement settle the dispute by referring it either to an arbitration tribunal or to any other person or body designated by them.

d. The Contracting Parties undertake to comply with the award.

Article 10

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article 11

a. This Agreement shall come into force on the date of its signature.

b. The competent aeronautical authorities of the Contracting Parties shall consult together from time to time in a spirit of close collaboration with a

¹United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402, and Volume 33, page 352.

view to satisfying themselves that the principles laid down in the agreement and in the annex thereto are being applied and properly carried out.

c. Modifications of the annex to this agreement or of the schedules thereto may be made by agreement between the competent aeronautical authorities.

d. Changes in the air routes specified in the schedules annexed hereto which relate to stops in territory other than that of the Contracting Parties shall not be considered as modifications of the annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes provided, however, that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party. If those authorities consider that having regard to the principles set forth in article 3, the interests of its airlines are affected by carriage by the airlines of the other Contracting Party of traffic between its territory and the new stop in a third country, it shall consult with that Party with a view to arriving at a satisfactory agreement.

e. Either Contracting Party may terminate the agreement by giving one year's notice to the other Party.

DONE at Berne, on 7 March 1949, in two copies, in French.

For the Netherlands Government:

J. BOSCH VAN ROSENTHAL

For the Swiss Federal Council:

Max PETITPIERRE

ANNEX

The airlines designated by either Contracting Party shall enjoy rights of transit and non-traffic stops in the territory of the other Contracting Party; they may also use the airports and ancillary facilities provided for international traffic. They shall also enjoy, in the territory of the other Contracting Party and on the services set out in the following schedules, the right of picking up or discharging international traffic in passengers, mail and cargo in accordance with the provisions of this agreement.

SCHEDULE I

SERVICES WHICH MAY BE OPERATED BY SWISS AIRLINES

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination in Netherlands territory</i>	<i>Points beyond</i>
Zurich	Frankfurt-on-Main	Amsterdam and/or	United Kingdom
Basle		Eindhoven and/or	
Geneva		Rotterdam	

SCHEDULE II

SERVICES WHICH MAY BE OPERATED BY NETHERLANDS AIRLINES

1. Amsterdam—Basle in both directions.
2. Amsterdam or Eindhoven—Zurich in both directions.
3. Amsterdam—Geneva—Madrid—Lisbon, in both directions.
4. Amsterdam—Geneva—Rome—Tunisia, in both directions.
5. Amsterdam—Geneva or Zurich—Lisbon—South America, in both directions.
6. Amsterdam—Geneva or Zurich—Rome—(Athens)—points in the Near and Middle East, in both directions.

The intermediate and terminal points of service 6 may be the subject of a special agreement between the competent aeronautical authorities.