

No. 933

**TURKEY
and
SWITZERLAND**

**Provisional Air Transport Agreement (with annex). Signed at Ankara
on 16 February 1949**

Official texts: Turkish and French.

Registered by the International Civil Aviation Organization on 5 October 1950,

**TURQUIE
et
SUISSE**

**Accord provisoire relatif aux lignes aériennes (avec annexe). Signé à
Ankara, le 16 février 1949**

Textes officiels turc et français.

Enregistré par l'Organisation de l'aviation civile internationale le 5 octobre 1950.

TRANSLATION — TRADUCTION

No. 933. PROVISIONAL AIR TRANSPORT AGREEMENT¹ BETWEEN
TURKEY AND SWITZERLAND. SIGNED AT ANKARA, ON 16
FEBRUARY 1949

THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE TURKISH REPUBLIC,
having decided to conclude a provisional agreement between Switzerland and
Turkey concerning air communications by regular services,
have appointed their plenipotentiaries, duly authorized for this purpose, who
have agreed as follows:

Article 1

- a. The Contracting Parties grant each other in peacetime the rights specified in the annex to the present Agreement 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 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.
- c. The Governments concerned may designate areas in which the establishment of an international air service shall be subject to the approval of the competent military authorities.

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 designated by 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.

¹ Came into force on 16 June 1949, by an exchange of notes, in accordance with article 11.

- c. The services specified in the annex to the present Agreement 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 annex, international traffic destined for or coming from third countries, shall be exercised in accordance with the general principles of orderly development to which the Swiss and Turkish 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, regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as speed and comfort. The Swiss and Turkish airlines shall to this end consult the airlines of third countries operating the same routes. Their arrangements shall be submitted to the competent aeronautical authorities of the Contracting Parties for approval. If the airlines are unable to reach agreement, 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 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 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.

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.

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 Convention¹ on International Civil Aviation signed at Chicago on 7 December 1944.

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.

¹ United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402; Volume 33, page 352; Volume 44, page 346, and Volume 51, page 336.

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 a day to be determined, as soon as possible, by an exchange of notes between the two Governments.

b. The competent aeronautical authorities of the Contracting Parties shall consult together from time to time in a spirit of close collaboration with a 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. If a multilateral air convention comes into force with respect to the two Contracting Parties, they shall consult together with a view to bringing the provisions of this Agreement and its annex into harmony with the provisions of the said convention.

d. Modifications of the annex to this Agreement may be made by agreement between the competent aeronautical authorities.

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

DONE at Ankara, in duplicate, in the French and Turkish languages, both languages being authentic, this sixteenth day of February one thousand nine hundred and forty-nine.

For the Swiss Federal Council:

(Signed) C. GORGÉ

For the Government
of the Turkish Republic:

(Signed) Fuad CARIM

ANNEX

a. The rights of transit and non-traffic stops over Turkish territory and the right to pick up and set down international traffic in passengers, mail and goods in Turkish territory are granted to the Swiss airlines designated in accordance with this Agreement on the following routes:

from Switzerland, directly or via intermediate points, to Istanbul and Ankara and points beyond.

b. Similarly the rights of transit and non-traffic stops over Swiss territory, and the right to pick and set down in Switzerland international traffic in passengers, mail and goods are granted to the Turkish airlines designated in accordance with this Agreement on the following routes:

from Turkey, directly or via intermediate points, to Geneva and Zurich and points beyond.

c. It is agreed that, before putting an airline into operation, each Contracting Party will notify the other Contracting Party of the itinerary which it proposes for entry into and departure from the territory of that Contracting Party, which shall then indicate the exact points of entry and departure and the route to be followed over its territory.
