

No. 1328

**DENMARK
and
SWITZERLAND**

**Air Services Agreement (with annex). Signed at Berne,
on 22 June 1950**

Official texts: Danish and French.

Registered by the International Civil Aviation Organization on 18 July 1951.

**DANEMARK
et
SUISSE**

**Accord relatif aux services aériens (avec annexe). Signé
à Berne, le 22 juin 1950**

Textes officiels danois et français.

Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.

TRANSLATION — TRADUCTION

No. 1328. AIR SERVICES AGREEMENT¹ BETWEEN DENMARK AND SWITZERLAND. SIGNED AT BERNE, ON 22 JUNE 1950

The Royal Danish Government and the Swiss Federal Council, considering That the possibilities of commercial aviation as a means of transport have greatly increased;

That it is desirable to organize regular air communications in a safe and orderly manner and to develop international co-operation in this field as much as possible;

That it is consequently necessary to conclude an agreement between Denmark and Switzerland governing regular air transport services,

Have appointed for this purpose duly authorised representatives who have agreed as follows :

Article 1

(a) The Contracting Parties grant each other in time of peace the rights specified in the attached annex for the establishment of the international air services defined therein, which cross or serve their respective territories.

(b) Each Contracting Party shall designate an airline to operate the agreed services and shall decide on the date of inauguration of the said services.

Article 2

(a) Each Contracting Party shall, subject to the provisions of article 6 below, grant the necessary operating permit to the airline designated by the other Contracting Party.

(b) Nevertheless, before being authorized to inaugurate the agreed services, the designated airline may be required to satisfy the aeronautical authority empowered to grant the operating permit that it fulfils the conditions prescribed under the laws and regulations normally applied by that authority.

¹ Applied provisionally as from 22 June 1950 and came into force on 11 May 1951, by notification to Denmark of the ratification by the Swiss Federal Council, in accordance with article 9.

Article 3

(a) The Contracting Parties agree that the charges imposed for the use of airports and other facilities by the airline of the other Party shall not be higher than would be paid for the use of such airports and facilities by their national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced or taken on board in the territory of a Contracting Party by or on behalf of the airline designated by the other Contracting Party and intended solely for use by the aircraft 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) Aircraft used by the airline designated by a Contracting Party on the agreed services, and supplies of 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 and charges, even though such supplies be used or consumed by or on board such aircraft on flights within that territory.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force 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 5

(a) The laws and regulations governing in the territory of one Contracting Party the admission and departure of aircraft engaged in international air navigation or the flight of such aircraft within the said territory shall be applied to the aircraft of the other Contracting Party's airline.

(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 regulations relating to formalities, immigration, passports, Customs and quarantine, shall apply to passengers, crews or cargo transported by aircraft of the other Contracting Party's airline while such aircraft are within that territory.

(c) Passengers in transit through the territory of a Contracting Party shall be subject to a simplified form of control. Luggage and goods in direct transit shall be exempt from Customs duties, inspection fees and similar charges.

Article 6

(a) Each Contracting Party reserves the right to withhold from or to revoke an operating permit issued to the airline designated by the other Contracting Party where it is not satisfied that substantial ownership and effective control of that airline are vested in nationals of one or other Contracting Party or in case of failure by the airline to comply with the laws and regulations referred to in article 5 or to comply with the obligations arising from this Agreement.

(b) A joint airline constituted in accordance with chapter XVI of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,¹ and designated by one Contracting Party shall be considered as having complied with the requirements of sub-paragraph (a) of this article if operating rights were granted to all the participants in the airline in accordance with that chapter, on the basis of special agreements. In such case, the joint airline must be an operating organization composed of individual airlines, and substantial ownership and effective control of one of the airlines must be vested in at least one of the Contracting Parties or its nationals.

Article 7

(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 it has not been found possible to settle by direct negotiation.

(b) Such a dispute 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.

(c) Nevertheless, the Contracting Parties may 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 decision given.

Article 8

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.

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

Article 9

(a) This Agreement shall be applied as from the date of its signature. It shall enter into force as soon as the Swiss Federal Council has notified its ratification to the Royal Danish Government through the diplomatic channel.

(b) The competent aeronautical authorities of the Contracting Parties shall consult each other from time to time in a spirit of close collaboration in order to ensure the application of the principles laid down in the Agreement and in the annex thereto and their satisfactory execution.

(c) This Agreement and the annex thereto shall be brought into harmony with any multilateral agreement which may become binding on the two Contracting Parties.

(d) Amendments to the annex to this Agreement or to the attached schedules may be agreed on between the competent aeronautical authorities. They shall come into force after approval has been notified through the diplomatic channel.

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

DONE in duplicate, at Berne, this twenty-second day of June 1950, in the Danish and French languages, both texts being equally authentic.

For the Royal Danish Government :
(Signed) H. J. HANSEN

For the Swiss Federal Council :
(Signed) M. PETITPIERRE

ANNEX

I

The Contracting Parties agree that :

(a) The air transport capacity provided by the airlines of the Contracting Parties shall be related to traffic requirements.

(b) Where the airlines of the Contracting Parties operate on the same route, they shall take into account their reciprocal interests so as not to affect unduly their respective services.

(c) The services defined in the schedules below shall have as their primary objective the provision of capacity adequate to traffic demands between the country to which the airline belongs and the countries of ultimate destination of the traffic.

(d) There shall be fair and equal opportunity for the airlines of the Contracting Parties to operate, between Swiss and Danish territory, any service referred to in the Agreement and in this annex.

(e) The right to pick up and set down, at the points specified in the schedules below, international traffic destined for or coming from third countries shall be applied in accordance with the general principles of orderly development to which the Swiss and Danish Governments subscribe and in conditions such that capacity shall be related :

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

II

Rates shall be fixed at reasonable levels, regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as conditions of speed and accommodation. Account shall also be taken of the recommendations of the International Air Transport Association (IATA). Failing such recommendations, the Swiss and Danish airlines shall consult the airlines of third countries operating the same routes. Their arrangements shall be submitted for approval by the competent aeronautical authorities of the Contracting Parties. Should the airlines fail to reach agreement, these authorities shall endeavour to find a solution. In the last resort recourse shall be had to the procedure provided for in article 7 of this Agreement.

III

The airline designated by one Contracting Party shall enjoy, in the territory of the other Contracting Party, rights of transit and of stops for non-traffic purposes; it may also use the airports and supplementary facilities provided for international traffic. In addition, it shall enjoy, in the territory of the other Contracting Party and on the services defined in the schedules below, the right to pick up and set down international traffic in passengers, mail and cargo under the conditions of this annex.

SCHEDULE I

SERVICES WHICH THE AIRLINE DESIGNATED BY SWITZERLAND MAY OPERATE

1. Switzerland—points in Germany and/or Amsterdam—Copenhagen.
2. Switzerland—points in Germany and/or Amsterdam—Copenhagen—points in Sweden and beyond.
3. Switzerland—points in Germany and/or Amsterdam—Copenhagen—points in Norway.

The airline designated by Switzerland may, on all or some flights, omit the stops provided for at some of the above indicated points.

SCHEDULE II

SERVICES WHICH THE AIRLINE DESIGNATED BY DENMARK MAY OPERATE

1. Copenhagen—Zurich and/or Geneva.
2. Copenhagen—Hamburg and/or Berlin—Frankfort and/or Stuttgart—Zurich or Geneva.
3. Copenhagen—Hamburg and/or Amsterdam and/or Frankfort and/or Munich—Zurich and/or Geneva—Milan and/or Rome—Damascus or Beirut—Tehran.
4. Copenhagen—Hamburg and/or Amsterdam and/or Frankfort and/or Stuttgart and/or Munich—Zurich and/or Geneva—Rome—Khartum—Nairobi and beyond.
5. Copenhagen—Frankfort—Zurich and/or Geneva—Rome—Damascus—Abadan or Basra—Karachi—Calcutta—Bangkok and beyond.
6. Copenhagen—Hamburg and/or Frankfort—Zurich and/or Geneva—Lisbon and/or Casablanca—Dakar or Ilha de Sal—Recife—Rio de Janeiro—Montevideo—Buenos Aires and beyond.

The airline designated by Denmark may, on all or some flights, omit the stops provided for at some of the above indicated points.

The exercise of commercial rights at Hamburg, Frankfort, Stuttgart and Munich by the airline designated by Denmark shall be the subject of subsequent agreement between the airlines designated by the Contracting Parties. In the event of failure to reach such agreement, the aeronautical authorities of the Contracting Parties shall endeavour to find a solution.

The airline designated by Denmark may, at its choice, make commercial stops at Lydda, in the course of the operation either of its Copenhagen-Nairobi and beyond route, or of its Copenhagen-Bangkok and beyond route. The airlines designated by the two Contracting Parties shall refrain from operating the Switzerland-Lydda or the Lydda-Switzerland service on the same day, priority as to the choice of day being given to the airline designated by Switzerland.