

No. 3228

**SWITZERLAND
and
YUGOSLAVIA**

**Agreement relating to air services (with annex). Signed at
Belgrade, on 28 May 1953**

Official text: French.

Registered by the International Civil Aviation Organization on 11 April 1956.

**SUISSE
et
YUGOSLAVIE**

**Accord relatif aux services aériens (avec annexe). Signé à
Belgrade, le 28 mai 1953**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 11 avril 1956.

[TRANSLATION — TRADUCTION]

No. 3228. AGREEMENT¹ BETWEEN SWITZERLAND AND
THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA
RELATING TO AIR SERVICES. SIGNED AT BELGRADE,
ON 28 MAY 1953

The Swiss Federal Council and the Government of the Federal People's Republic of Yugoslavia,

desiring to establish regular air services between the two countries,
have agreed as follows :

Article 1

The Contracting Parties grant each other on a basis of reciprocity the rights specified in the annex² hereto, for the purpose of establishing the regular air services enumerated therein. The said services may be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights are granted.

Article 2

1. Each of these services may be put into operation as soon as the Contracting Party to whom the rights described in the annex have been granted has designated an airline for this purpose. The aeronautical authorities of the Contracting Party granting the rights shall, subject to paragraph 2 of this article and to article 8, issue the operating permit forthwith to the designated airline.

2. Nevertheless, the designated airline may, before being authorized to operate the agreed services, be called upon to satisfy the aeronautical authorities competent to issue the operating permit that it fulfils the conditions prescribed under the laws and regulations normally applied by them.

Article 3

In operating the agreed services the designated airlines shall pay due regard to their reciprocal interests so as to ensure that such operation shall proceed in an economical, sound and fair manner.

¹ Applied as from the date of signature, on 28 May 1953, and came into force on 17 May 1955, in accordance with article 15.

² See p. 55 of this volume.

Article 4

Rates shall be fixed at reasonable levels, due regard being paid to economical operation, reasonable profit and the characteristics of the agreed services. In fixing these rates account shall also be taken of the principles governing international air navigation in the matter.

The rates and time-tables agreed upon between the designated airlines shall be submitted to the aeronautical authorities of the Contracting Parties for approval. If the airlines are unable to reach agreement, the said authorities shall endeavour to find a solution.

Article 5

1. Each of the Contracting Parties agrees that the duties and charges imposed on the designated airline of the other Contracting Party for the use of airports and other technical installations shall not be higher than the duties and charges paid by its national airlines engaged in similar international services.

2. Fuel, lubricating oils, spare parts and regular equipment introduced into or taken on board aircraft in the territory of one Contracting Party solely for use by the aircraft of the designated airline of the other Contracting Party engaged in the agreed services shall be accorded in that territory, subject to reciprocity, treatment as favourable as that accorded to national airlines operating similar international services, with respect to customs duties, inspection fees and other national duties and charges.

3. If the designated airline of one Contracting Party is exempted in the territory of that Party from certain of the duties referred to in paragraphs 1 and 2 above, the duties which the designated airline of the other Contracting Party shall be required to pay may not be higher than the minimum duties payable by the most favoured foreign airline of those not accorded a like exemption.

4. Aircraft operated on the agreed services by the designated airline of one Contracting Party, and fuel, lubricating oils, spare parts, regular 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, or other national duties or charges, even though such supplies be used or consumed on flights over that territory.

5. Articles exempted under paragraph 4 above may be unloaded in the territory of one Contracting Party only with the consent of the customs authorities of that Contracting Party. Between flights they shall be subject to supervision by the said authorities, but this shall not preclude their use for technical purposes.

Article 6

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flights over its own territory certificates of competency or licences issued to its own nationals by another State.

Article 7

1. The laws and regulations of either Contracting Party concerning the admission to or departure from its territory of aircraft engaged in international air navigation or flights by such aircraft over that territory shall apply to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of crews, passengers, mail or cargo, such as those relating to control formalities, immigration, passports, customs and quarantine, shall apply to the crews, passengers, mail and cargo carried on board the aircraft of the designated airline of the other Contracting Party while within that territory.

Article 8

Each Contracting Party reserves the right to withhold an operating permit from the designated airline of the other Contracting Party or to revoke such permit whenever it has no proof that substantial ownership and effective control of that 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 discharge its obligations under this Agreement.

Article 9

1. Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party in distress as it would to its national aircraft.

2. In the event of an aircraft of either Contracting Party being involved in an accident in the territory of the other Contracting Party resulting in death or serious injury, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend such an inquiry. The Contracting Party conducting the inquiry shall report the result and conclusions thereof to the other Contracting Party.

Article 10

Every aircraft belonging to the designated airlines of the Contracting Parties and employed on the agreed services shall carry the following documents :

- (a) Certification of registration ;
- (b) Certificate of airworthiness ;
- (c) Appropriate licences for each member of the crew ;
- (d) Journey log book ;
- (e) Aircraft radio station licence ;
- (f) Passenger list ;
- (g) Manifest and detailed declaration of cargo ;
- (h) If required, a special permit to carry certain types of cargo by air.

Article 11

1. Each Contracting Party may at any time request consultations with the other Contracting Party with a view to amending this Agreement in any way which may seem desirable in the light of experience.

2. Should either of the Contracting Parties consider it necessary to modify or add to any clauses of the annex, the aeronautical authorities of the two Contracting Parties may make such modification or addition by agreement between themselves.

3. This Agreement and its annex shall be brought into harmony with any multilateral convention by which the Contracting Parties may in future be bound.

Article 12

Disputes relating to the interpretation or application of this Agreement which cannot be settled through the diplomatic channel shall be submitted, at the request of either Contracting Party, to an arbitral tribunal for decision.

The tribunal shall be constituted in the following manner :

Within a period of one month from the date on which one Contracting Party communicates a request for arbitration to the other Contracting Party, each Contracting Party shall designate one arbitrator.

In the course of the following month, the arbitrators shall meet to select a referee by common agreement.

The decisions of the arbitral tribunal shall be binding on both Contracting Parties.

The costs of the arbitration shall be fixed by the tribunal and shall be borne equally by the Contracting Parties.

Article 13

For the purposes of this Agreement and its annex, unless the context otherwise requires, the term "aeronautical authorities" shall mean :

In the case of Switzerland, the Federal Air Office (Office Fédéral de l'Air) ;

In the case of Yugoslavia, the Directorate General of Civil Aviation.

Article 14

The Contracting Parties shall notify the International Civil Aviation Organization of this Agreement and its annex, in so far as they are bound to do so under their international commitments.

Article 15

This Agreement shall be applied as from the date of its signature. It shall enter into force on the date on which the Contracting Parties notify each other of its ratification by an exchange of notes.

Either Contracting Party may terminate this Agreement on six months notice.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, duly authorized by their Governments, have signed the present Agreement at Belgrade, on 28 May 1953.

This Agreement was done in two original copies, in the French language.

For the Swiss Federal Council : For the Government of the Federal
People's Republic of Yugoslavia :

(Signed) R. KOHLI

(Signed) B. CRNOBRJNA

A N N E X

Section I

The designated Swiss airline may operate the following regular air service :

Zurich-Belgrade, in both directions, with the right to land at Zagreb.

During the operation of this service it shall have the right :

- (a) To pick up in Yugoslav territory passengers, mail and cargo destined for Swiss territory or for the territory of any other country ;
- (b) To set down in Yugoslav territory passengers, mail and cargo picked up in Swiss territory or in the territory of any other country.

Section II

The designated Yugoslav airline may operate the following regular air service :

Belgrade-Zurich, in both directions, with the right to land at Zagreb.

During the operation of this service, it shall have the right :

- (a) To pick up in Swiss territory passengers, mail and cargo destined for Yugoslav territory or for the territory of any other country ;
 - (b) To set down in Swiss territory passengers, mail and cargo picked up in Yugoslav territory or in the territory of any other country.
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