

No. 3600

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**SWITZERLAND  
and  
SPAIN**

**Agreement (with annex) relating to air services. Signed  
at San Sebastian, on 3 August 1950**

*Official texts: French and Spanish.*

*Registered by the International Civil Aviation Organization on 1 December 1956.*

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**SUISSE  
et  
ESPAGNE**

**Accord (avec annexe) relatif aux services aériens. Signé à  
Saint-Sébastien, le 3 août 1950**

*Textes officiels français et espagnol.*

*Enregistré par l'Organisation de l'aviation civile internationale le 1<sup>er</sup> décembre 1956*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 3600. AGREEMENT<sup>3</sup> BETWEEN SWITZERLAND AND SPAIN RELATING TO AIR SERVICES. SIGNED AT SAN SEBASTIAN, ON 3 AUGUST 1950

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The Swiss Federal Council and the Spanish Government, considering :  
that the possibilities of commercial aviation as a means of transport have greatly increased ;

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

that it is therefore necessary to conclude an agreement between Switzerland and Spain regulating air transport by scheduled services ;

have appointed their plenipotentiaries, who, being duly authorized to this effect, have agreed as follows :

*Article 1*

The civil aircraft — commercial or private — of each of the Contracting Parties shall enjoy, in the territory of the other party, rights of transit and non-traffic stops at airports open to international traffic, provided that the first and last stops in each country are made at customs airports.

*Article 2*

(a) The Contracting Parties grant each other the rights specified in the present Agreement and its Annex<sup>4</sup> with a view to the establishment of the scheduled 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 inauguration.

*Article 3*

(a) Subject to Article 16 hereunder the necessary operating permit shall be issued to the designated airlines of each Contracting Party.

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<sup>1</sup> Translation by the Secretariat of the International Civil Aviation Organization.

<sup>2</sup> Traduction du secrétariat de l'Organisation de l'aviation civile internationale.

<sup>3</sup> Came into force on 3 August 1950, as from the date of signature, in accordance with article 18. The exchange of the instruments of ratification took place at Berne on 18 February 1952.

<sup>4</sup> See p. 387 of this volume.

(b) Nevertheless, before being authorized to open the agreed services the designated airlines may be required to satisfy the competent aeronautical authority granting the authorization to operate that they fulfil the conditions prescribed by the laws and regulations normally applied by these authorities.

#### Article 4

The carriage of air traffic between their respective territories constitutes a basic and primary right of both Contracting Parties.

#### Article 5

(a) Rates shall be fixed at reasonable levels, regard being paid in particular to economy of operation, reasonable profit, tariffs proposed by other airlines operating over all or part of the same route and the characteristics of each service such as standards of speed and accommodation.

(b) The rates to be charged on common sections of the routes specified in the Annex may not be lower than those charged by the airlines of the Contracting Party operating local or regional services.

(c) The rates to be charged on the services mentioned in the Schedule<sup>1</sup> attached hereto shall, as far as possible, be agreed between the designated Swiss and Spanish airlines.

These airlines shall proceed by :

- (1) applying any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA); or
- (2) by direct agreement following consultation, where necessary, with any airlines of a third country operating all or part of the same routes.

(d) The rates so fixed shall be submitted to the aeronautical authorities of each Contracting Party for approval not less than thirty (30) days before the date laid down for their entry into force; in special cases this time limit may be reduced subject to the agreement of the said authorities.

(e) Should the designated airlines fail to agree on the fixing of a rate in accordance with paragraph (c) above, or should either Contracting Party make known its dissatisfaction with the tariff submitted to it in accordance with the provisions of paragraph (d) above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, recourse shall be had to the arbitration provided for in Article 17 of the present Agreement. The Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party

<sup>1</sup> See p. 388 of this volume.

to maintain the tariffs previously in force pending the announcement of the arbitral decision or the ordering of provisional measures in accordance with Article 17 of the present Agreement.

#### *Article 6*

(a) The charges to be paid by the designated airlines of one Contracting Party for the use of airports or other facilities provided by the other Contracting Party shall not be higher than those paid by 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 the designated airlines of the other Contracting Party and intended solely for use by aircraft of those airlines, shall be exempt from customs duties and shall enjoy national or most-favoured nation treatment with respect to inspection fees and other national duties or charges.

(c) Aircraft used on the agreed services by the designated 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 and charges and taxes, even though such supplies be used or consumed on flights within that territory.

#### *Article 7*

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 flights above its own territory, certificates of competency and licences issued to its own nationals by a third state.

#### *Article 8*

(a) The laws and regulations of one Contracting Party respecting the entry into and departure from its territory of aircraft engaged in international air navigation, or to flights of such aircraft above its territory, shall apply to the aircraft 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, mail, or cargo, such as those relating to formalities, police, immigration, emigration, passports, customs, quarantine and currency, shall apply to passengers, crews, mail or cargo carried by aircraft of the designated airlines of the other Contracting Party while within that territory.

*Article 9*

Each Contracting Party in principle reserves the right to operate its own cabotage services.

*Article 10*

The Postal Administration of the two States shall reach agreement on the use of the airlines for the carriage of mail.

*Article 11*

In order to facilitate air navigation the aeronautical authorities of the two Contracting Parties shall reach agreement on the necessary minimum facilities to be offered reciprocally at airports and along the routes, in the manner of installations and services, particularly with regard to air safety systems, exchange of information, languages and units of measurement to be used and codes.

The facilities and services shall be provided by each Contracting Party within the limits of its capacity and the means available, the international standards in force being adhered to as closely as possible.

*Article 12*

Tickets and documents required for international air traffic shall be drawn up in accordance with the provisions in force in the Contracting Parties. Such provisions shall in no case be discriminatory in regard to either Contracting Party.

*Article 13*

As long as visas are required for the admission of foreigners to the two countries, the crews entered in the manifests of aircraft of the two countries operating the services shall be exempt from visa requirements. They shall hold valid passports and identification papers issued by the airline to which they belong

*Article 14*

Subject to authorization by the competent authorities, each designated airline may maintain its own technical and administrative staffs at the airports of the other Contracting Party. It is understood that such authorization shall cover the minimum staffs necessary for the airline's normal operation.

*Article 15*

Whenever nationals of one of the Contracting Party are injured or their property is damaged in the course of transport by aircraft of the other Contracting Party, the respective aeronautical authorities shall do their utmost to ensure that due compensation is paid as quickly as possible to the parties concerned or to rightful claimants.

*Article 16*

(a) Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party, or to revoke such a permit, whenever it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of either Contracting Party, or whenever the airline fails to comply with the laws and regulations, as described in Article 8 above, or to perform its obligations under the present Agreement.

(b) Whenever one of the Contracting Parties wishes to exercise the right specified in the preceding paragraph, its aeronautical authorities shall immediately notify the authorities of the other Contracting Party of its decision to suspend or revoke the rights granted to the designated airline, specifying the facts on which its proposed action is based and, if such is the case, the principles or provisions of the present Agreement or of the internal laws which have been violated.

(c) Each Contracting Party shall be notified by the other Party of offenses committed by employees of the concession holding airlines. Should the offense be serious the competent authorities shall have the right to request that the person or persons responsible be replaced.

*Article 17*

(a) Subject to other provisions of the present Agreement and its Annex, any dispute between the Contracting Parties regarding the interpretation or application of the Agreement and its Annex which cannot be settled by direct negotiation, shall be referred to an arbitral tribunal composed of three members. Each Contracting Party shall appoint one member; the third member shall be appointed by the first two members and shall not be a national of either Contracting Party. Each Contracting Party shall appoint its arbitrator within two months from the forwarding of the diplomatic note requesting arbitration by one of the Contracting Parties to the other. The third arbitrator shall be appointed within a month following the two months' period.

(b) If either of the Contracting Parties has not appointed its arbitrator within the two months' period, or if agreement on the selection of the third arbitrator cannot be reached within said period, the dispute shall be referred to the permanent conciliation commission established by the Conciliation and Arbitration Treaty between Spain and Switzerland, signed at Madrid on 20 April 1926.<sup>1</sup>

(c) The Contracting Parties undertake to accept the decision given and to adopt any provisional measures which might be ordered in the course of the arbitration proceedings.

*Article 18*

(a) The present Agreement shall come into force on the date of its signature and shall supersede the provisional Agreement on air routes between Switzerland and Spain signed in Madrid on 17 July 1946.

<sup>1</sup> League of Nations, *Treaty Series*, Vol. LX, p. 23.

(b) It shall be ratified as soon as possible and notice of ratification shall be given through an exchange of notes.

(c) Should a multilateral convention on air navigation come into force and be ratified by the two Contracting Parties the present Agreement and its Annex shall be amended so as to conform with such a convention.

(d) Modifications to the Annex may be made by agreement between the aeronautical authorities of the Contracting Parties.

(e) Should either of the Contracting Parties have the intention of denouncing the present Agreement, it shall request consultation with the other party, making reference to this article. If no agreement is reached within sixty (60) days from the date of dispatch of such request for consultation, the first Contracting Party may notify the other Contracting Party of its denunciation. Notice shall be given through diplomatic channels and the Agreement shall cease to be in force one hundred and twenty (120) days after such notice. This notice, however, may be withdrawn by common consent before the expiry of that period.

DONE at San Sebastian, this 3rd day of August 1950, in duplicate, in the French and Spanish languages, both texts being equally authentic.

For the Swiss Federal Council :

(Signed) BROYE

For the Spanish Government :

(Signed) Alberto MARTÍN ARTAJO

#### A N N E X

(Articles 2, 5, 17 and 18 of the Agreement on Air Services between Switzerland and Spain of 3 August 1950)

1. The airlines designated by either Contracting Party shall enjoy in the territory of the other Contracting Party rights of transit and of non-traffic stops as well as the use of airports and other facilities provided for international traffic; they shall in addition enjoy at the points specified in the following Schedules the right of picking up or discharging international traffic in passengers, mail and cargo in accordance with the terms of this Agreement and its Annex.

2. The capacity offered by the designated airlines of the two Contracting Parties shall be closely related to traffic requirements.

3. The designated airlines of the Contracting Parties shall enjoy fair and equal opportunity to operate the agreed services between their respective territories.

4. In the operation of the agreed services the airlines of each Contracting Party shall take into consideration the interests of the airlines of the other Contracting Party so as not to affect unduly the services operated by the latter on all or part of the same routes.

5. The agreed services shall have as their primary objective the provision of capacity corresponding to the demands of the traffic between the country to which the airline belongs and that of ultimate destination of the traffic.

6. (a) The right of an airline designated by one Contracting Party to embark and disembark, at the specified points and on the specified routes, international traffic between the territory of the other Contracting Party and third countries shall be exercised only with regard to complementary traffic between any third country and the territory of the Contracting Party which has designated the airline. Should any one of these third countries raise objection, consultations shall be held in order to apply these principles to the particular case.

(b) The capacity offered shall be related to the traffic demands of the area through which the airline passes after taking account of local and regional services.

(c) The exercise of fifth freedom rights on Routes B in the attached Schedule is subject to prior agreement on the stopping points, frequencies, capacity and other economic aspects of the operation.

San Sebastian, 3 August 1950

For the Swiss Federal Council :  
(Signed) BROYE

For the Spanish Government :  
(Signed) Alberto MARTÍN ARTAJO

## ROUTE SCHEDULES

(Article 1 of the Annex to the Agreement relating to air services between Switzerland and Spain, 3 August 1950)

### SCHEDULE I

#### *Services which may be Operated by Swiss Airlines*

A. From points in Switzerland to Barcelona and/or Madrid-Lisbon and vice versa.

B. 1. From points in Switzerland to Barcelona and/or Madrid-Lisbon to North America or Central America and vice versa.

2. From points in Switzerland to Barcelona and/or Madrid to Africa and South America and vice versa.

In accordance with the Air Agreement of 31 March 1947 between Spain and Portugal, traffic originating in the metropolitan territory of either of these countries and destined for that of the other is reserved for the national airlines of these countries.

### SCHEDULE II

#### *Services which may be Operated by Spanish Airlines*

A. From points in Spain to Geneva and vice versa.

B. From points in Spain to Geneva-Frankfurt and/or Hamburg-Copenhagen-Stockholm and vice versa.

Points of any of the routes specified in Schedules I and II may, at the option of the designated airlines, be omitted on any or all flights.

San Sebastian, 3 August 1950

For the Swiss Federal Council :  
(Signed) BROYE

For the Spanish Government :  
(Signed) Alberto MARTÍN ARTAJO