

No. 3608

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**SWITZERLAND  
and  
LEBANON**

**Air Transport Agreement (with annex). Signed at Beirut,  
on 3 March 1954**

**Exchange of notes concerning the operation of a Switzer-  
land-Beirut-Cairo service. Beirut, 27 March 1954**

*Official texts of the Agreement: French and Arabic.*

*Official text of the Exchange of notes: French.*

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

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**SUISSE  
et  
LIBAN**

**Accord relatif aux transports aériens (avec annexe).  
Signé à Beyrouth, le 3 mars 1954**

**Échange de notes concernant l'exploitation d'un service  
Suisse-Beyrouth-Le Caire. Beyrouth, 27 mars 1954**

*Textes officiels de l'Accord: français et arabe.*

*Texte officiel de l'échange de notes: français.*

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

[TRANSLATION — TRADUCTION]

No. 3608. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN SWITZERLAND AND LEBANON. SIGNED AT BEIRUT, ON 3 MARCH 1954

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The Swiss Federal Council and the Government of the Lebanese Republic, desiring to promote civil air transport between Switzerland and Lebanon, have agreed as follows :

*Article 1*

The Contracting Parties grant each other the rights specified in the annex<sup>2</sup> hereto with a view to establishing the air services described therein (hereafter referred to as "agreed services").

*Article 2*

1. The agreed services may be inaugurated as soon as :

- (a) The Contracting Party to whom the rights are granted has designated one or more airlines for this purpose ;
- (b) The Contracting Party granting the rights has issued the appropriate operating permit to the said airlines, which, subject to the provisions of paragraph 2 of this article and of article 8 below, it shall do without undue delay.

2. Nevertheless, before being authorized to inaugurate the agreed services, the designated airlines may be called upon to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operation of international air services.

3. In areas of military occupation, the inauguration of the agreed services shall further be subject, if necessary, to the authorization of the competent military authorities.

*Article 3*

Rates shall be fixed at reasonable levels, due regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as speed and accommodation. So far as possible, account shall also be taken of the recommendations of the International Air Transport Association (IATA).

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<sup>1</sup> Came into force on 29 March 1955, the day following the date of the exchange of the instruments of ratification, in accordance with article 13.

<sup>2</sup> See p. 141 of this volume.

*Article 4*

There shall be a fair and equal opportunity in the territory of the Contracting Parties for the designated airlines to operate the agreed services.

*Article 5*

In order to prevent discrimination and to ensure equality of treatment, it is agreed that :

- (a) Each of the Contracting Parties may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities ; it shall ensure that these charges will not be higher than would be paid by its national aircraft engaged in similar international services.
- (b) Fuel and spare parts introduced into or taken on board in the territory of one Contracting Party by or on behalf of the airlines designated by the other Contracting Party and intended solely for use by the aircraft of those airlines shall be accorded national or most-favoured-nation treatment with respect to customs duties, inspection fees and other national duties and charges.
- (c) Aircraft operated on the agreed services by the designated airlines 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 and other national duties or charges, even though such supplies be used or consumed on flights over that territory.
- (d) Articles so exempted may be unloaded only with the consent of the customs authorities of the other Contracting Party ; they shall, pending their re-exportation, be placed under customs supervision, 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 one Contracting Party and still valid shall be recognized as valid 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 one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation

or to flights of such aircraft over that territory shall apply without distinction as to nationality to aircraft of the designated airlines of the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews, mail or cargo, such as those relating to entry, immigration and clearance, passports, custom, and quarantine, shall apply to the passengers, crews, mail and cargo carried on board the aircraft of the designated airlines of the other Contracting Party while within that territory.

3. Simplified procedure shall be used in the case of passengers in transit through the territory of either Contracting Party. Baggage and goods in direct transit shall be exempt from customs duties, import fees or other national duties and charges.

#### *Article 8*

Each Contracting Party reserves the right to withhold an operating permit from a 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 above or to fulfil the conditions under which the permit is granted.

#### *Article 9*

This Agreement shall be registered with the International Civil Aviation Organization.

#### *Article 10*

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement or its annex, the aeronautical authorities of the Contracting Parties shall enter into consultation for this purpose. The consultations shall take place within sixty days from the date of the request. If the said authorities agree on the modifications, the latter shall enter into force only after they have been confirmed by an exchange of diplomatic notes.

#### *Article 11*

1. Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled by direct negotiation shall be referred for decision to any competent tribunal which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the Council of that Organization. The Contract-

ing Parties may, however, by agreement, settle the dispute by referring it either to an arbitral tribunal or to some other person or body.

2. The Contracting Parties undertake to comply with the decision given, which shall be regarded as final.

*Article 12*

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

*Article 13*

This Agreement shall enter into force on the day following the date of the exchange of the instruments of ratification.

The provisions relating to exemption from charges shall have effect as from the date of signature and charges collected thereafter shall be reimbursed.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto, have signed this Agreement.

DONE at Beirut on 3 March 1954, in duplicate, in the French and Arabic languages, both texts being equally authentic.

For the Swiss Federal  
Council :  
(Signed) F. KAPPELER

For the Government  
of the Lebanese Republic :  
(Signed) A. NACCACHE

## A N N E X

1. The airlines designated by one Contracting Party shall enjoy, in the territory of the other Contracting Party, the rights of transit and of stops for non-traffic purposes ; they may also use the airports and other facilities provided for international traffic. They shall further have the right in the territory of the other Contracting Party and on the services specified hereunder, to pick up and set down international traffic in passengers, mail and cargo, under the terms of this Agreement.

2. The right to pick up and set down in the territory of either Contracting Party international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which the Contracting Parties subscribe and in such a manner that capacity shall be related to the traffic demands of the areas through which the airline passes after taking account of local and regional services.

## SCHEDULE I

*Services which the designated Swiss airlines may operate :*

1. Switzerland-Italy-Greece-Turkey-Lebanon ;
  2. Switzerland-Italy-Greece-Turkey-Lebanon-Iran and points beyond ;
  3. Switzerland-Italy-Greece-Turkey-Lebanon-Iraq (Basrah) and points beyond ;
- in both directions, with the option of omitting certain stops on any or all flights.

## SCHEDULE II

*Services which the designated Lebanese airlines may operate :*

1. Lebanon-Turkey-Greece-Italy-Switzerland ;
  2. Lebanon-Turkey-Greece-Italy-Switzerland and points beyond ;
- in both directions, with the option of omitting certain stops on any or all flights.

EXCHANGE OF NOTES CONCERNING THE OPERATION  
OF A SWITZERLAND-BEIRUT-CAIRO SERVICE.  
BEIRUT, 27 MARCH 1954

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I

Beirut, 27 March 1954

Sir,

With reference to the Air Transport Agreement between Lebanon and Switzerland concluded on 3 March 1954<sup>1</sup> and to the exchange of notes of the same date concerning the provisional operation of a service Switzerland-Beirut-Cairo and vice versa, I have the honour to propose to you, in conformity with article 10 of the said Agreement, the following :

In addition to the services specified in schedule I of the annex to the said Agreement, the designated Swiss airlines shall be permitted to operate a service Switzerland-Beirut-Cairo and vice versa, on the understanding that they shall not have the right to pick up and set down in Cairo international traffic in passengers, mail and cargo coming from or destined for Lebanon, or to stop over between Beirut and Cairo and vice versa.

I have the honour to be, etc.

The Minister of Foreign Affairs :

(Signed) Alfred NACCACHE

II

Beirut, 27 March 1954

Sir,

I have the honour to acknowledge the receipt of your letter of today's date reading as follows :

[See note I]

I have the honour to confirm that the Swiss Government is in agreement with the foregoing.

I have the honour to be, etc.

The Swiss Minister :

(Signed) F. KAPPELER

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<sup>1</sup> See p. 133 of this volume.