

No. 4502

**NORWAY
and
SWITZERLAND**

**Air Transport Agreement (with annex). Signed at Bern, on
30 December 1954**

Official texts: Norwegian and French.

Registered by the International Civil Aviation Organization on 9 September 1958.

**NORVÈGE
et
SUISSE**

**Accord (avec annexe) relatif aux services aériens. Signé à
Berne, le 30 décembre 1954**

Textes officiels norvégien et français.

Enregistré par l'Organisation de l'aviation civile internationale le 9 septembre 1958.

TABLEAU II

Services que peut exploiter l'entreprise désignée par la Norvège

1. Points en Scandinavie – Hambourg et /ou Berlin – Francfort et /ou Stuttgart – Zurich et /ou Genève.
2. Points en Scandinavie – Hambourg et /ou Amsterdam et /ou Düsseldorf et /ou Francfort et /ou Munich – Zurich et /ou Genève – Milan et /ou Rome – Beyrouth et /ou Damas – Téhéran.
3. Points en Scandinavie – Hambourg et /ou Amsterdam et /ou Francfort et /ou Stuttgart et /ou Munich – Zurich et /ou Genève – Rome – Khartoum – Nairobi et au-delà.
4. Points en Scandinavie – Francfort – Zurich et /ou Genève – Rome – Damas – Basra ou Abadan – Karachi – Calcutta – Bangkok et au-delà.
5. Points en Scandinavie – Hambourg – Francfort – Zurich et /ou Genève – Lisbonne et /ou Casablanca – Dakar ou île de Sel – Recife – Rio-de-Janeiro – Montevideo – Buenos-Aires et au-delà.

Les entreprises désignées pourront supprimer, lors de tout ou partie des vols, les escales prévues à certains des points indiqués ci-dessus.

[TRANSLATION¹ — TRADUCTION²]

No. 4502. AIR TRANSPORT AGREEMENT³ BETWEEN
NORWAY AND SWITZERLAND. SIGNED AT BERN,
ON 30 DECEMBER 1954

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

that it is desirable to organize regular air communications in a safe and orderly
manner and to develop as much as possible international cooperation in this field,
and

that it is necessary therefore to conclude an agreement between Norway and
Switzerland governing regular air transport services, have appointed their pleni-
potentiaries, duly authorized for this purpose,

who have agreed as follows :

Article 1

1. The Contracting Parties grant each other in peacetime the rights specified
in the Annex⁴ hereto for the establishment of the international air services described
therein, which pass through or serve their respective territories.

2. Each Contracting Party shall designate an airline to operate the agreed
services and shall decide upon the date of opening of such services.

Article 2

1. Each Contracting Party shall, subject to the provisions of Article 8,
issue the requisite operating permit to the airline designated by the other Contract-
ing Party.

2. Nevertheless, before being authorized to open the agreed services, such
airline 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.

¹ Translation by the Secretariat of the International Civil Aviation Organization.

² Traduction du Secrétariat de l'Organisation de l'aviation civile internationale.

³ Applied on 30 December 1954, as from the date of signature, and came into force on 4 April 1957, in accordance with article 11.

⁴ See p. 164 of this volume.

Article 3

The Contracting Parties agree that :

1. The capacity provided by the designated airlines shall be adapted to traffic demands.

2. In the operation of common routes, the designated airlines shall take into account their reciprocal interests so as not to affect unduly their respective services.

3. The agreed services 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 ultimate destination.

4. There shall be fair and equal opportunity for the designated airlines to operate, between Norwegian and Swiss territory, any service covered by the Agreement and the Annex thereto.

5. The right to embark or disembark, at the points specified in the schedules attached hereto, international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which the Norwegian and Swiss Governments subscribe and in such a manner that capacity shall be related :

- a) to traffic demands between the country of origin and the countries of destination ;
- b) to the requirements of economic operation of the agreed services ;
- c) 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. Regard shall also be paid to the recommendations of the International Air Transport Association (IATA). In the absence of such recommendation, the designated Norwegian and Swiss airlines shall 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. Should the airlines fail to reach agreement, these authorities shall endeavour to find a solution. In the last resort, the procedure provided for in Article 9 herein shall be applied.

Article 5

1. The Contracting Parties agree that the charges imposed for the use of airports or other facilities by the airlines of either of them 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.

2. Fuel and spare parts introduced into, or taken on board in the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party and intended solely for use by aircraft of that airline shall, on condition of reciprocity, be exempt from customs duties in conformity with national regulations. As regards inspection fees and other national duties and charges, these supplies shall be accorded the same treatment as that accorded to similar supplies introduced on board national aircraft engaged in scheduled international services.

3. All aircraft used on the agreed services by the designated airline 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 in force shall be recognized as valid by the other Contracting Party for the operating 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 issued to its own nationals by another State.

Article 7

1. 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 designated airline of the other Contracting Party.

2. 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 formalities, immigration, passports, customs and quarantine, shall be applied to passengers, crews or cargo carried by aircraft of the designated airline of the other Contracting Party while within that territory.

3. Passengers in transit through the territory of a Contracting Party shall be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties, inspection fees and similar charges.

Article 8

1. Each Contracting Party shall have the right to withhold or revoke an operating permit in respect of the 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.

2. 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 a contracting Party, shall be considered as having met the requirements set out in paragraph 1. of this Article if operation rights were granted to all participants in the company in accordance with the said Chapter, on the basis of special agreements. In such case, the joint airline shall be an operating organization constituted by private air transport companies, substantial ownership and effective control of one of which shall be vested in at least one of the Contracting Parties or its nationals.

Article 9

1. 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.

2. Such disputes shall be referred to arbitration to the Council of the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

3. 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.

4. The Contracting Parties undertake to comply with the award.

Article 10

This Agreement 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

1. This Agreement shall be applied as from the date of signature.

The Swiss Federal Council shall communicate to the Royal Norwegian Government, through diplomatic channels, ratification of the Agreement by the Swiss Federal Chambers and the Royal Norwegian Government shall consider this Agreement as definitive from the date of notification by the Swiss Federal Council.

2. The aeronautical authorities of the Contracting Parties shall consult together from time to time in a spirit of close collaboration with a view to ensuring the

¹ See footnote 2, p. 28 of this volume.

observance of the principles and implementation of the provisions laid down in the present Agreement.

3. The present Agreement and its Annex shall be brought into harmony with any multilateral agreement which may come into force with respect to the Contracting Parties.

4. The Contracting Parties may agree to modify the present Annex or the attached schedules therein. Any such modifications shall enter into force after approval has been notified through the diplomatic channel.

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

DONE in duplicate at Bern, this thirtieth day of December, 1954, in the Norwegian and French languages, both texts being equally authentic.

For the Royal Norwegian

Government :

(Signed) Peter ANKER

For the Swiss Federal

Council :

(Signed) Max PETITPIERRE

A N N E X

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 listed in the following schedules, the right to pick up and set down international traffic in passengers, mail and goods, under the conditions of this Agreement. ¹

SCHEDULE I

Services which the airline designated by Switzerland may operate

1. Switzerland – points in Germany and/or Amsterdam – Copenhagen – points in Sweden – Oslo and/or Stavanger.
2. Switzerland – points in Germany and/or Amsterdam – Copenhagen – points in Sweden – points in Norway and beyond.

SCHEDULE II

Services which the airline designated by Norway may operate

1. Points in Scandinavia – Hamburg and/or Berlin – Frankfurt and/or Stuttgart – Zurich and/or Geneva.
2. Points in Scandinavia – Hamburg and/or Amsterdam and/or Dusseldorf and/or Frankfurt and/or Munich – Zurich and/or Geneva – Milan and/or Rome – Beyrouth and/or Damascus – Teheran.

¹ See p. 160 of this volume.

3. Points in Scandinavia – Hamburg and/or Amsterdam and/or Frankfort and/or Stuttgart and/or Munich – Zurich and/or Geneva – Rome – Khartoum – Nairobi and beyond.
4. Points in Scandinavia – Frankfort – Zurich and/or Geneva – Rome – Damascus – Basra or Abadan – Karachi – Calcutta – Bangkok and beyond.
5. Points in Scandinavia – Hamburg – Frankfort – Zurich and/or Geneva – Lisbon and/or Casablanca – Dakar or Sal – Recife – Rio de Janeiro – Montevideo – Buenos Aires and beyond.

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