

**No. 6723**

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**SWITZERLAND  
and  
BURMA**

**Air Transport Agreement (with annex). Signed at Rangoon, on 31 October 1960**

*Official texts: French and English.*

*Registered by the International Civil Aviation Organization on 15 May 1963.*

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**SUISSE  
et  
BIRMANIE**

**Accord relatif aux transports aériens (avec annexe). Signé à Rangoon, le 31 octobre 1960**

*Textes officiels français et anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.*

No. 6723. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE UNION OF BURMA. SIGNED AT RANGOON, ON 31 OCTOBER 1960

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The Swiss Federal Council and the Government of the Union of Burma,

Desiring to conclude an Agreement for the purpose of promoting direct air communications between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows :

*Article I*

For the purpose of the present Agreement, and its Annex, except where the text provides otherwise :

- (a) The term "aeronautical authorities" shall mean in the case of Switzerland, the Federal Air Office, or any person or agency authorized to perform the functions exercised at the present time by the said authority and in the case of the Union of Burma, the Ministry of Marine and Civil Aviation or any person or agency authorized to perform the functions exercised at present by the said Ministry of Marine and Civil Aviation.
- (b) The term "designated airline" shall mean the airline which the aeronautical authorities of one of the contracting parties have notified in writing to the aeronautical authorities of the other contracting party as the airline which it has designated in conformity with Article 3 of the present Agreement for the routes specified in such designation.
- (c) The term "territory" shall have the meaning given to it by Article 2 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.<sup>2</sup>
- (d) The definitions contained in paragraphs (a), (b) and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall be applied to the present Agreement.

*Article II*

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air

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<sup>1</sup> Came into force on 20 August 1962, the date on which ratification was notified mutually by an exchange of diplomatic notes, in accordance with the provisions of article XVII.

<sup>2</sup> See footnote 2, p. 22 of this volume.

routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

### *Article III*

Each of the air services so described may be placed in operation as soon as the contracting party to whom the rights have been granted by Article 2 to designate an airline for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 9 hereof, be bound to give the appropriate operating permission to the airline concerned ; provided that the airline so designated may be required to satisfy the competent aeronautical authorities of the contracting party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement ; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

### *Article IV*

(a) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standard of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

(b) The tariffs referred to in paragraph (a) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both contracting parties.

(c) If the designated airlines cannot agree on any of these tariffs or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (b) of this Article, the aeronautical authorities of the contracting parties shall try to determine the tariffs by agreement between themselves.

(d) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (b) of this Article or on the determination of any tariff under paragraph (c) thereof the dispute should be settled in accordance with the provisions of Article 15.

(e) No tariff shall come into effect if the aeronautical authorities of either contracting party are dissatisfied with it except under the terms of Article 15. Until the fixation of new or amended tariffs, in accordance with this Article, the tariffs already in force shall be applied.

#### *Article V*

Each contracting party undertakes to ensure the transfer of the revenues realized on its territory by means of the transport of passengers, luggage, cargo and mail by the designated airline of the other contracting party into its country of origin, after deduction of local expenses, subject to the exchange control regulations in force from time to time.

#### *Article VI*

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that :

- (a) Each of the contracting parties may impose or permit to be imposed on the designated airline of the other contracting party just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and other facilities by its national aircraft engaged in similar international services.
- (b) The fuel and spare parts introduced into or taken on board in the territory of one contracting party by or on behalf of the airline of the other contracting party, and intended solely for use by aircraft of the designated airline of such contracting party shall be reciprocally exempt of entrance fees. With respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered they shall be subject to the same treatment as that applying to national airlines and to airlines of the most-favoured nation.
- (c) Aircraft of the designated airline of one contracting party operating on the agreed services and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed on flights in that territory.

#### *Article VII*

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 purpose of operating the routes and services described in the Annex, provided that the requirement under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. 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 VIII*

(a) 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 the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airline designated by the other contracting party upon entrance into or departure from, or while within the territory of the first party.

(c) Passengers in transit across the territory of one contracting party shall be subject to a simplified control. Baggage and cargo shall be exempt from customs duties, inspection fees and similar charges when the transit is direct.

#### *Article IX*

Notwithstanding the provisions of Article 12 hereof, each contracting party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by the airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by such airline or the Government designating such airline, to comply with the laws and regulations referred to in Article 8 hereof, or otherwise to perform its obligations hereunder, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement and its Annex.

#### *Article X*

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

*Article XI*

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

*Article XII*

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of receipt of the notice to terminate, unless by agreement between the contracting parties the communication under reference is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received 14 days after its receipt by the International Civil Aviation Organization.

*Article XIII*

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

*Article XIV*

If a general multilateral air transport Convention accepted by both contracting parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such Convention.

*Article XV*

Except as otherwise provided in this Agreement or its Annex, any dispute between the contracting parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute ; and the third arbitrator shall be agreed

upon within one month after such period of two months. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of ICAO, from a panel of arbitral personnel maintained in accordance with the practice of ICAO. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

#### *Article XVI*

(a) Changes made by either contracting party in the routes described in the schedules attached, except those which change the points served by the designated airline of this contracting party in the territory of the other contracting party shall not be considered as modifications of the Annex. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

(b) If such other aeronautical authorities find that, having regard to the principles set forth in Section VII of the Annex to the present Agreement, interests of their airline are prejudiced by the carriage by the designated airline of the first contracting party of traffic between the territory of the second contracting party and the new point in the territory of the third country, the authorities of the two contracting parties shall consult with a view to arriving at a satisfactory agreement.

#### *Article XVII*

This Agreement, including the provisions of the Annex thereto, shall be ratified. It shall enter into force on the day on which ratification is notified mutually by an exchange of diplomatic notes.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate, at Rangoon, this 31st day of October 1960, in the English and French languages ; for the interpretation of the text the English version will apply.

For the Swiss Federal  
Council :

(Signed) E. BERNATH

For the Government  
of the Union of Burma :

(Signed) Sao HKUN HKIO

## A N N E X

## SECTION I

The Government of the Union of Burma grants to the Swiss Federal Council the right to conduct air transport services by an airline of Swiss nationality designated by Switzerland on the routes, specified in Schedule One attached, which transit or serve commercially the territory of the Union of Burma.

## SECTION II

The Swiss Federal Council grants to the Government of the Union of Burma the right to conduct air transport services by an airline of the Union of Burma nationality designated by the latter country on the routes, which shall be specified in Schedule Two attached, and which shall transit or serve commercially the territory of Switzerland.

## SECTION III

The airline designated by each of the contracting parties under the conditions provided in this Agreement will enjoy, in the territory of the other contracting party, rights of transit and of stops for non-traffic purposes, as well as the right of commercial entry and departure for international traffic in passengers, cargo, and mail at the points enumerated, on each of the routes which are or shall be specified in the Schedules attached.

## SECTION IV

The air transport facilities available hereunder to the travelling public shall bear a close relationship to the requirements of the public for such transport.

## SECTION V

There shall be a fair and equal opportunity for the airlines of the contracting parties to operate on any route between their respective territories covered by this Agreement and Annex.

## SECTION VI

In the operation by the designated airline of either contracting party of the trunk services described in the present Annex, the interest of the designated airline of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

## SECTION VII

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement and Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of the ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and



coming from third countries at a point in the territory of the other contracting party on the routes specified in the present Annex shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related :

- (a) to traffic requirements between the country of origin of the air service and the countries of destination ;
- (b) to the requirements of through airline operation, and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### SECTION VIII

In so far as the designated airline of one contracting party may be temporarily prevented through difficulties arising from war from taking immediate advantage of the opportunity referred to in Section V above, the situation shall be reviewed between the contracting parties with the object of facilitating the necessary development, as soon as the designated airline of the first contracting party is in a position increasingly to make its proper contribution to the service.

#### SECTION IX

It is the intention of both contracting parties that there should be regular and frequent consultation between their respective aeronautical authorities and that there should thereby be close collaboration in the observance of the principles and the implementation of the provisions outlined in the present Agreement and Annex.

##### *Schedule 1*

The airline designated by the Swiss Federal Council shall be entitled to operate air services on air routes specified in this paragraph *via* intermediate points in both directions, and to make scheduled landings in the Union of Burma at the point specified :

Points in Switzerland—intermediate points—Rangoon—points beyond.

##### *Schedule 2*

The airline designated by the Government of the Union of Burma shall be entitled to operate air services and to make scheduled landings in Switzerland along a specific route or routes to be agreed upon by the Swiss Federal Council and the Government of the Union of Burma at such time as the Government of the Union of Burma decides to commence operations.

On each of the above routes the airline authorized to operate such route may operate non-stop flights between any of the points on such route omitting stops at one or more of the other points on such route.