

No. 7265

**TUNISIA
and
SWITZERLAND**

Air Transport Agreement (with annex and exchange of letters). Signed at Tunis, on 21 May 1960

Official text: French.

Registered by the International Civil Aviation Organization on 8 June 1964.

**TUNISIE
et
SUISSE**

Accord relatif aux transports aériens (avec annexe et échange de lettres). Signé à Tunis, le 21 mai 1960

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.

[TRANSLATION — TRADUCTION]

No. 7265. AIR TRANSPORT AGREEMENT¹ BETWEEN
TUNISIA AND SWITZERLAND. SIGNED AT TUNIS,
ON 21 MAY 1960

The Government of the Republic of Tunisia and the Swiss Federal Council,

Desiring to develop international co-operation in the field of air transport as far as possible, in keeping with the spirit of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,²

And desiring to conclude an agreement for the establishment of air services between and beyond the territories of their respective countries,

Have appointed their plenipotentiaries who, having been duly authorized for this purpose, have agreed as follows :

Article 1

(a) For the purpose of operating the international air services specified in the annex³ to this Agreement, the Contracting Parties grant each other, subject to the provisions of this Agreement, the following rights :

1. The right to fly, without landing, over the territory of the other Contracting Party ;
2. The right to make non-traffic stops in the said territory ;
3. The right to pick up and set down in the said territory, at the points specified in the annex, international traffic in passengers, mail and cargo.

(b) Each Contracting Party shall designate one or more airlines to operate the agreed services.

Article 2

(a) Subject to the provisions of article 9 hereunder each Contracting Party will issue the necessary operating permit without delay to the designated airline or airlines of the other Contracting Party.

¹ Applied provisionally from 21 May 1960, the date of signature, in accordance with article 15.

² See footnote 2, p. 30 of this volume.

³ See p. 121 of this volume.

(b) However, before being authorized to inaugurate the agreed services, the designated airline or airlines may be required to satisfy the aeronautical authority of the other Contracting Party that it or they fulfil the conditions prescribed by the laws and regulations normally applicable by that authority to the operation of international air services.

Article 3

(a) The designated airlines shall enjoy equal rights to operate the agreed services between the territories of the Contracting Parties.

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

(c) The agreed services shall have as their essential purpose the provision, at a reasonable load factor, of capacity adequate to meet the traffic requirements between the country of the airline or airlines and the countries of destination.

(d) The right to pick up and the right to set down in the territory of either Contracting Party, at the points specified in the schedules annexed 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 two Contracting Parties subscribe, and in such a manner that capacity shall be related to :

1. The requirements of traffic coming from or destined for the territory of the Contracting Party which designated the airline or airlines ;
2. The requirements of economic operation of the agreed services ;
3. The traffic requirements of the areas through which the airlines pass, local and regional services being taken into account.

Article 4

Tariffs for all agreed services shall be fixed at reasonable levels, regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines operating over all or part of the same route. Tariffs shall be fixed in accordance with the following provisions :

1. The tariffs shall, if possible, be fixed by agreement between the designated airlines, after consultation with other airlines operating over all or part of the same route. The agreement shall be reached, so far as possible, within the framework of an international air transport association to which the designated airlines of both Contracting Parties are affiliated. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties. If the aeronautical authorities of either Contracting Party do not approve these tariffs, they shall notify the aeronautical authorities of the other Contracting Party in writing within fifteen

days following communication of the tariffs or within another period to be agreed upon.

2. If the designated airlines fail to agree or if the tariffs are not approved by the aeronautical authorities of either Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to reach agreement on the tariffs to be fixed.

3. In the last resort, the dispute shall be settled in accordance with the provisions of article 10.

4. The tariffs already established shall remain in force until new tariffs are fixed in accordance with this article or with article 10.

Article 5

Each Contracting Party undertakes to enable the other Contracting Party to transfer freely, at the official rate, the net income accruing in its territory in connexion with the carriage of passengers, baggage, mail and cargo by the designated airline or airlines of the other Contracting Party. In all cases where payments between the Contracting Parties are regulated by a special agreement, that agreement shall apply.

Article 6

(a) Fuel and spare parts introduced into or taken on board in, the territory of one Contracting Party by or on behalf of the other Contracting Party or by its designated airlines and intended solely for use by the aircraft of those airlines shall be accorded, with respect to customs duties, inspection fees and other duties and charges, treatment as favourable as that applied to national airlines operating international air services or to the airlines of the most-favoured nation.

(b) Aircraft employed by the designated airline or airlines of one Contracting Party on the agreed services 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 and other similar duties and charges, even though such supplies be used or consumed on flights over that territory.

(c) Each Contracting Party agrees that the charges imposed or authorized for the use of its airports or other facilities by the airlines of the other Contracting Party shall not be higher than would be paid for the use of the said airports and facilities by its national aircraft engaged in similar international services.

Article 7

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 specified in the annex to this Agreement. Each Contracting Party reserves the right, however, to refuse to recognize as valid for the purpose of flights over its own territory certificates of competency and licences issued to its own nationals by another State.

Article 8

(a) The laws and regulations of one Contracting Party governing the entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft above its territory shall apply to the designated airline or airlines of the other Contracting Party.

(b) The laws and regulations of one Contracting Party governing the entry into, stay in and departure from its territory of passengers, crews, mail or cargo, such as those relating to formalities, immigration, passports, customs and quarantine, shall apply to passengers, crews, mail or cargo carried by the aircraft of the designated airline or airlines of the other Contracting Party while within that territory.

(c) Passengers in transit across the territory of one Contracting Party shall be subject to a simplified control.

Baggage and cargo in direct transit shall be exempt from customs duties and other charges.

(d) Each Contracting Party undertakes not to grant any preference to its own airlines over the designated airline or airlines of the other Contracting Party in the application of regulations relating to customs, visas, immigration, quarantine, currency control or other regulations affecting air transport.

Article 9

Each Contracting Party reserves the right to withhold an operating permit from the designated airline or airlines of the other Contracting Party or to revoke such a permit in any case where it is not satisfied that preponderant ownership and effective control of that airline or those airlines are vested in the other Contracting Party or its nationals or in case of failure by the designated airline or airlines to comply with the laws and regulations or to fulfil its or their obligations under this Agreement.

Article 10

The Contracting Parties shall settle any dispute relating to the interpretation or application of this Agreement by direct agreement between the aeronautical authorities. Settlements so reached shall be approved through the diplomatic channel.

If the authorities fail to agree on a settlement, the Contracting Parties shall enter into negotiations through the diplomatic channel. During such negotiations the *status quo* shall be maintained.

However, the Contracting Parties may agree to settle the dispute by referring it either to an arbitral tribunal or to any other person or body appointed by them. The Contracting Parties undertake to comply with the decision given.

Article 11

This Agreement and any subsequent amendment shall be registered with the International Civil Aviation Organization.

Article 12

This Agreement and its annex shall be brought into harmony with any multi-lateral convention which may become binding on the Contracting Parties.

Article 13

(a) The aeronautical authorities of the Contracting Parties shall, in a spirit of close collaboration, consult together from time to time in order to ensure that the principles of this Agreement are being applied and its purposes achieved satisfactorily.

(b) Modifications of the annex to this Agreement may be agreed upon between the aeronautical authorities of the Contracting Parties.

(c) The aeronautical authorities of the Contracting Parties shall supply to each other on request such periodical statistics or other similar information as may be necessary to determine the volume of traffic carried on the agreed services, and also the origin and destination of such traffic.

Article 14

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement ; such notice shall be given simultaneously to the International Civil Aviation Organization. If such notice is given, the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiration of this period.

In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 15

This Agreement shall be ratified. It shall be applied provisionally as from the date of signature and shall enter into force on the date on which its ratification is mutually notified by an exchange of diplomatic notes.

DONE at Tunis on 21 May 1960, in duplicate, in the French language.

For the Government
of the Republic of Tunisia :

Ezzeddine ABASSI
Secretary of State
for Industry and Transport

For the Swiss Federal
Council :

L. GUILLAUME
Acting Chargé d'Affaires
of Switzerland in Tunisia

A N N E X

I. *Air services which may be operated by the designated Tunisian airline or airlines*

(1) Points in Tunisia – points in Switzerland ; in both directions.

(2) Points in Tunisia – intermediate points in Europe – points in Switzerland ; in both directions.

(3) Points in Tunisia – points in Switzerland – points beyond (France – Belgium – Holland – Germany – Scandinavian countries – Finland – Great Britain – North America) ; in both directions.

(4) Points in Tunisia – intermediate points in Europe – points in Switzerland – points beyond (France – Belgium – Holland – Germany – Scandinavian countries – Finland – Great Britain – North America) ; in both directions.

II. *Air services which may be operated by the designated Swiss airline or airlines*

(1) Points in Switzerland – Tunis ; in both directions.

(2) Points in Switzerland – intermediate points in Europe – Tunis ; in both directions.

(3) Points in Switzerland – intermediate points in Europe – Tunis – Tripoli and/or Benghazi and, if desired, beyond to points on the African continent ; in both directions.

(4) Points in Switzerland – Tunis – Kano – Lagos and/or Accra and/or Monrovia and beyond to points on the African continent and/or in South America ; in both directions.

On all the air services specified above, stops may be omitted on all or some of the flights at the discretion of the designated Tunisian and Swiss airlines.

Any modification in the air routes specified in the above annex which would affect stops in territories other than those of the Contracting Parties shall not be regarded as a modification of this annex. The aeronautical authorities of each Contracting Party shall therefore be empowered to effect such modifications unilaterally, provided, however, that the aeronautical authorities of the other Contracting Party are notified without delay.

If, having regard to the principles set forth in article 3 of this Agreement, the latter authorities consider that the interests of the designated airline or airlines are affected by the fact that a service is provided between their country and the additional stops envisaged in third countries, they shall approach the aeronautical authority which introduced the modifications with a view to achieving a satisfactory settlement.

EXCHANGE OF LETTERS

I

THE ACTING CHARGÉ D'AFFAIRES
CHAIRMAN OF THE SWISS DELEGATION

Confidential letter No. 1

Tunis, 21 May 1960

Sir,

During the negotiations on the Air Transport Agreement signed this day¹ between our two countries, the two delegations agreed as follows :

Except by agreement between the designated airlines concerned, fifth freedom rights cannot be exercised at the intermediate points in Europe on Swiss services Nos. 2 and 3 and Tunisian services Nos. 2 and 4 specified in the annex to this Agreement.

I have the honour to be, etc.

The Secretary of State for Industry and Transport
Chairman of the Tunisian Delegation

¹ See p. 111 of this volume.

II

THE SECRETARY OF STATE FOR INDUSTRY AND TRANSPORT
CHAIRMAN OF THE TUNISIAN DELEGATION

Confidential letter No. 1

Tunis, 21 May 1960

Sir,

With reference to your letter of today's date which reads as follows :

[See letter I]

I have the honour to confirm my agreement to the foregoing.

I have the honour to be, etc.

The Acting Chargé d'Affaires
Chairman of the Swiss Delegation

III

THE SECRETARY OF STATE FOR INDUSTRY AND TRANSPORT
CHAIRMAN OF THE TUNISIAN DELEGATION

Confidential letter No. 2

Tunis, 21 May 1960

Sir,

During the negotiations on the Air Transport Agreement signed this day between the Government of the Republic of Tunisia and the Swiss Federal Council, the two delegations agreed as follows :

The expression "effective control" referred to in article 9 of this Agreement does not apply to the technical or commercial management of any designated airline.

I have the honour to request you to be good enough to confirm your agreement to the foregoing.

I have the honour to be, etc.

The Acting Chargé d'Affaires
Chairman of the Swiss Delegation

IV

THE ACTING CHARGÉ D'AFFAIRES
CHAIRMAN OF THE SWISS DELEGATION

Confidential letter No. 2

Tunis, 21 May 1960

Sir,

With reference to your letter of today's date which reads as follows :

[See letter III]

I have the honour to confirm my agreement to the contents of the above quoted letter.

I have the honour to be, etc.

The Secretary of State for Industry and Transport
Chairman of the Tunisian Delegation