

No. 7291

**SWITZERLAND
and
GUINEA**

**Agreement (with annex) relating to air services. Signed at
Berne, on 1 February 1963**

Official text: French.

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

**SUISSE
et
GUINÉE**

**Accord (avec annexe) relatif aux services aériens. Signé à
Berne, le 1^{er} février 1963**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7291. AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF GUINEA RELATING TO AIR SERVICES. SIGNED AT BERNE, ON 1 FEBRUARY 1963

The Swiss Federal Council and the Government of the Republic of Guinea, Desiring to develop international co-operation in the field of air transport as far as possible,

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 annex 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 an airline to operate the agreed services.

Article 2

(a) Subject to the provisions of article 8 hereunder each Contracting Party shall issue the necessary operating permit without delay to the designated airline of the other Contracting Party.

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

¹ Applied provisionally from 1 February 1963, the date of signature, and came into force on 18 January 1964, the date on which notice of ratification was given by an exchange of diplomatic notes, in accordance with the provisions of article 16.

Article 3

(a) The capacity offered by the designated airlines shall be adapted to traffic requirements.

(b) The designated airlines shall enjoy fair and equal opportunity to operate the agreed services between the territories of the Contracting Parties.

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

(d) The agreed services shall have as their essential purpose the provision of capacity adequate to meet the traffic requirements between the country of the airline and the countries of destination.

(e) 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 the 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;
2. The requirements of economic operation of the agreed services;
3. The traffic requirements of the areas traversed, 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, as far as possible, within the framework of the International Air Transport Association. 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 the tariffs, they shall notify the aeronautical authorities of the other Contracting Party thereof, in writing, within fifteen days following the date of 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 referred to arbitration as provided for in article 9 hereunder.
4. The tariffs already established shall remain in force until new tariffs are fixed in accordance with this article or with article 9 hereunder.

Article 5

The earnings of the airlines in respect of services provided in the territory of the other Contracting Party may, so far as the exchange regulations made under the legislation in force permit, be spent wholly in that territory or transferred abroad.

Article 6

(a) Fuel and spare parts introduced into or taken on board in the territory of one Contracting Party by the designated airline of the other Contracting Party and intended solely for use by aircraft of that airline shall be exempt from import duties.

(b) Aircraft employed by the designated airline 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.

Article 7

(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 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 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. No customs duty or other charge shall be levied on baggage and cargo in direct transit.

(d) Each Contracting Party undertakes not to grant any preference to its own airlines over the designated airline 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 8

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

Article 9

(a) Any dispute relating to the interpretation or application of this Agreement which cannot be settled between the aeronautical authorities or between the Governments of the Contracting Parties in accordance with the provisions of article 12 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(b) Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint one arbitrator; these two arbitrators shall agree upon the appointment of a national of a third State as chairman.

(c) If the two arbitrators have not been appointed within three months after the date on which one of the two Governments proposed the arbitral settlement of the dispute, or if the arbitrators have not agreed upon the appointment of a chairman within a further period of one month, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

(d) If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote. Unless the Contracting Parties agree otherwise, it shall establish its own rules of procedure and determine its place of meeting.

(e) The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award, which shall in all cases be considered final.

(f) If and so long as either Contracting Party fails to comply with the arbitral awards, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the chairman appointed.

Article 10

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

Article 11

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

Article 12

(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) If the aeronautical authority of one of the Contracting Parties considers it necessary to modify the annex, it may enter into direct negotiations with the aeronautical authority of the other Contracting Party. These negotiations shall take place within a period of sixty days from the date on which they were requested. Any modification agreed by the said authorities shall enter into force provisionally as soon as it has been agreed upon and definitively after it has been confirmed by an exchange of diplomatic notes.

(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.

Article 13

The aeronautical authority or the designated airlines of each Contracting Party shall inform the aeronautical authority of the other Contracting Party, as soon as possible, of the time-tables and operating conditions of the agreed services and of any subsequent modifications of such time-tables and conditions.

Article 14

Either Contracting Party may at any time terminate this Agreement. It shall give notice to the other Contracting Party and simultaneously inform the International Civil Aviation Organization of its intention to terminate the Agreement. The Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn with the consent of the other Contracting Party before the expiration of this period. In the absence of acknowledgement of its receipt by the other Contracting Party, the said notice shall be deemed to have been received fourteen days after its receipt by the Council of the International Civil Aviation Organization.

Article 15

The annex to this Agreement shall be an integral part of the Agreement and any reference to the Agreement shall include reference to the annex, unless otherwise provided.

Article 16

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 the Parties notify each other of its ratification by an exchange of diplomatic notes.

DONE at Berne, on 1 February 1963, in duplicate, in the French language.

For the Swiss
Federal Council :
(Signed) WAHLEN

For the Government
of the Republic of Guinea :
(Signed) BANGOURA

ANNEX

SCHEDULE I

Services which may be operated by the Swiss airline

Switzerland—points in Southern Europe—points in North Africa—Canary Islands—Senegal—Gambia—Guinea and beyond to points in Africa and or South America, in both directions.

SCHEDULE II

The Guinean airline may operate air services on a route to be agreed between the aeronautical authorities.

Any point or points situated on either of the routes described may, at the option of the designated airline of a Contracting Party, be omitted on all or some flights.
