

No. 7281

**SWITZERLAND
and
MOROCCO**

**Agreement relating to air services (with annex). Signed at
Rabat, on 5 July 1962**

Official text: French.

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

**SUISSE
et
MAROC**

**Accord (avec annexe) relatif aux transports aériens. Signé à
Rabat, le 5 juillet 1962**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7281. AGREEMENT¹ BETWEEN SWITZERLAND AND MOROCCO RELATING TO AIR SERVICES. SIGNED AT RABAT, ON 5 JULY 1962

The Swiss Federal Government and the Government of His Majesty the King of Morocco,

desiring to develop international co-operation in the field of air transport to the fullest possible extent in accordance with the principles of the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944,²

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

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

Article 1

For the purposes of this Agreement and its annex :

a. The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944.

b. The expression "aeronautical authorities" means, in the case of Switzerland, the Federal Air Office, and, in the case of Morocco, the Ministry of Public Works (Air Division), or, in both cases, any person or body authorized to perform the functions at present exercised by those bodies.

c. The expression "designated airline" means an airline which one of the Contracting Parties has designated in writing, in accordance with article 3 of this Agreement, as being the airline authorized to operate the agreed services defined in article 2 hereunder.

d. The term "territory" shall have the meaning given it by article 2 of the Convention.

e. The expressions "aircraft equipment", "stores" and "spare parts" shall have the meaning given them by the definitions in Annex 9 to the Convention.

¹ Applied provisionally from 5 July 1962, the date of signature, and came into force definitively on 19 March 1964, the date on which the Contracting Parties notified each other that their constitutional requirements had been fulfilled, in accordance with the provisions of article 16.

² See footnote 2, p. 4 of this volume.

Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing the air services specified in the route schedules contained in the annex¹ to this Agreement. These services and routes are hereinafter referred to as "agreed services" and "specified routes".

2. Subject to the provisions of this Agreement, the designated airline of each Contracting Party, in operating an agreed service, shall enjoy the following rights :

- a.* The right to fly, without landing, over the territory of the other Contracting Party ;
- b.* The right to make non-traffic stops in the said territory ;
- c.* 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.

Article 3

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the operation of the agreed services.

2. The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights are granted, provided that :

- a.* The Contracting Party to which the rights are granted has designated an airline to operate the agreed services ;
- b.* The Contracting Party granting the rights has given the airline concerned the requisite operating permit, which shall be granted as soon as possible, subject to the provisions of article 9 of this Agreement.

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

Article 4

1. The designated airlines of the Contracting Parties shall be assured fair and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services between the territories of the Contracting Parties.

¹ See p. 187 of this volume.

2. In operating on common routes they shall take into account their mutual interests so as not to affect unduly their respective services.

3. The agreed services on each of the specified routes shall have as their primary objective the provision, at a load factor deemed reasonable, of capacity adequate to satisfy the normal and foreseeable requirements of international traffic to or from the territory of the Contracting Party which designated the airline operating the said services.

4. However, the airline designated by one of the Contracting Parties may satisfy the traffic requirements between the territories of third States and the territory of the other Contracting Party, to the extent that the services operated by that airline do not unduly affect the local and regional services operated by the designated airline of the other Contracting Party.

5. Whenever the traffic requirements of the countries to which the said services operate so justify, capacity additional to that referred to in paragraph 3 above may also be provided by agreement.

6. The designated airlines shall agree on the conditions of operation of the agreed services between the territories of the two Contracting Parties, including load capacity, frequency of operation and timetables. They shall submit their decision to the Aeronautical Authorities of the Contracting Parties for approval.

Article 5

1. 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 :

- a.* by applying any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA) ;
- b.* by direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes.

2. The tariffs so fixed shall be submitted for approval to the aeronautical authorities of each Contracting Party not less than thirty (30) days before the intended date for their entry into force ; in special cases this period may be reduced, subject to the agreement of the said authorities.

3. Should the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph 1 above, or should one of the Contracting Parties indicate its dissatisfaction with the tariff submitted to it in accordance with the provisions of paragraph 2 above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

4. In the last resort, the matter shall be referred to the arbitration provided for in article 10 of this Agreement.

5. Until the arbitral award is made, the Contracting Party which has indicated its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

Article 6

In order to prevent any discriminatory practice and to ensure perfect equality of treatment, the Contracting Parties agree that :

1. Taxes or other charges and duties imposed by one Contracting Party for the use of airports and other aeronautical installations on its territory by aircraft of the other Contracting Party shall not exceed those paid by its national aircraft of the same type engaged in similar international services.

2. Subject to compliance with the regulations of the Contracting Party concerned :

- a. Aircraft employed by the designated airline of one Contracting Party which are introduced into the territory of the other Contracting Party, and fuel, spare parts, aircraft equipment, stores and general supplies intended solely for use by the aircraft, and imported and re-exported therewith, shall be exempt in the territory of the other Contracting Party, from customs duties, and other charges and taxes levied in connexion with the importation, exportation and transit of goods ;
- b. Fuel, lubricants, spare parts, regular equipment and aircraft stores intended for use by the aircraft referred to in paragraph (a) above shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other similar duties and charges ;
- c. Fuel taken on board aircraft used by the designated airline of one Contracting Party in the territory of the other Contracting Party and re-exported, shall remain exempt from customs duties, excise taxes and other national duties and charges.

3. Lubricants introduced into the territory of one of the Contracting Parties or taken on board in that territory by or on behalf of the airline of the other Contracting Party and intended solely for use by or on board aircraft of that airline on the specified routes shall be accorded, with respect to customs duties, inspection fees and other similar national or local duties and charges, treatment no less favourable than that accorded to aircraft of the national airline of the first Contracting Party or to the most favoured foreign airline engaging in international traffic in that territory.

Article 7

1. The laws and regulations governing, in the territory of one Contracting Party the entry and departure of aircraft engaged in international air navigation, or flights of such aircraft above the said territory shall apply to the designated air-line of the other Contracting Party.

2. The laws and regulations governing, in the territory of one Contracting Party, the entry, stay and departure of passengers, crews, mail or cargo such as those relating to procedure, immigration, passports, customs and quarantine, shall apply to passengers, crews, mail or cargo carried by aircraft of the designated airline of the other Contracting Party while within the said territory.

Article 8

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall, during such period as they remain in force, be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flights over its own territory certificates of competency and licences issued to or rendered valid in respect of its own nationals by the other Contracting Party or by any third State.

Article 9

1. Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such permit whenever for valid reasons, it considers that it has no proof that substantial ownership and effective control of the airline are vested in the other Contracting Party or its nationals or whenever the airline fails to comply with the laws and regulations referred to in article 7 of this Agreement or to fulfil its obligations under this agreement.

2. Each Contracting Party shall exercise this right only after consultation has taken place in accordance with article 14 of this agreement, unless immediate cessation of operations or the immediate imposition of restrictive conditions are necessary in order to prevent further infringements of laws or regulations.

Article 10

1. Any dispute relating to the interpretation or application of this Agreement, which cannot be settled between the aeronautical authorities or between the Govern-

ments concerned shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

2. (a) This 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.

(b) If, within a period of two months from the date upon which one of the two Governments has proposed settlement of the dispute by arbitration, the two arbitrators have not been appointed, or if, within the month following their appointment, the arbitrators have not agreed upon the appointment of a chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

3. 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.

4. 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.

5. If and so long as either Contracting Party fails to comply with 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.

6. Each of the Contracting Parties shall bear the costs relating to its own arbitrator, half of the costs relating to the third arbitrator and half of the other costs of the arbitral tribunal.

Article 11

This Agreement and its annex shall be communicated to the International Civil Aviation Organization for registration by that Organization.

Article 12

This Agreement shall be brought into harmony with any multilateral agreement by which both Contracting Parties become bound.

Article 13

1. Either Contracting Party may at any time propose to the other Contracting Party any modification of this Agreement, which it considers desirable. Consultation between the Contracting Parties concerning the proposed modification shall

begin within a period of sixty (60) days from the date of receipt of the request submitted by one of the Contracting Parties.

2. Any modification of this Agreement, approved in accordance with the internal legislation of each Contracting Party, or of its annex shall enter into force when it has been confirmed by an exchange of notes between the Contracting Parties through the diplomatic channel.

3. If one of the Contracting Parties considers it desirable to modify the annex to this Agreement, the aeronautical authorities of the Contracting Parties may discuss the matter with a view to making a modification.

Article 14

1. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall consult together from time to time for the purpose of satisfying themselves that the principles laid down in this Agreement are being applied and its objectives satisfactorily fulfilled. Such consultation may be requested at any time by either Contracting Party and shall begin no later than sixty (60) days from the date of receipt of the request.

2. The aeronautical authorities of either Contracting Party shall supply, upon request, to the aeronautical authorities of the other Contracting Party such periodic or other statistical data concerning the designated airlines as may be reasonably required for the purpose of verifying the transport capacity provided by the designated airline of the first Contracting Party. Such data shall include as far as possible all information required to determine the volume and the origin and destination of the traffic.

3. The designated airlines shall, not less than thirty (30) days before the inauguration of the agreed services, notify the aeronautical authorities of the Contracting Parties of the nature of the transport, the types of aircraft to be used and the timetables planned. The same rule shall apply to any subsequent changes.

Article 15

Either Contracting Party may at any time give the other Contracting Party notice of its desire to denounce this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. The denunciation shall take effect twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of that period. If the Contracting Party receiving such notice fails to acknowledge receipt thereof, the said notice shall be deemed to have been received fifteen (15) days after receipt thereof at the headquarters of the International Civil Aviation Organization.

Article 16

This Agreement shall be applied provisionally from the date of its signature ; it shall enter into force as soon as the two Contracting Parties shall have notified each other that their respective constitutional requirements have been fulfilled.

IN WITNESS WHEREOF the plenipotentiaries of the two Contracting Parties have signed this Agreement.

DONE at Rabat, on 5 July 1962, in duplicate, in the French language.

For the Swiss
Federal Council :

(Signed) Erwin BERNATH

For the Government
of His Majesty the King
of Morocco :

(Signed) Abd Errahman TAZI

A N N E X

SCHEDULE I

Services which the designated Moroccan airline may operate :

1. Points in Morocco – Bordeaux – Lyons – Geneva or Zurich or Basel or Berne, in both directions.
2. Points in Morocco – Bordeaux – Lyons – Geneva or Zurich or Basel or Berne – Frankfurt and/or Hamburg – Copenhagen – Stockholm – Oslo, in both directions.
3. Points in Morocco – Bordeaux – Lyons – Geneva or Zurich or Basel or Berne – Prague and points beyond in eastern Europe, in both directions.

At the option of the designated airline, any point on the above routes may be omitted on any or all flights.

SCHEDULE II

Services which the designated Swiss airline may operate :

1. Points in Switzerland – Lisbon – Rabat or Casablanca, in both directions.
2. Points in Switzerland – Lisbon – Rabat or Casablanca – Dakar or Niamey or Kano and/or Freetown – Monrovia – Abidjan – Accra – Lagos, in both directions.
3. Points in Switzerland – Lisbon – Rabat or Casablanca – Dakar or Niamey or Kano and/or Abidjan – Accra – Lagos – Douala – Brazzaville or Leopoldville – Luanda – Elizabethville – Salisbury – Johannesburg and/or to points in the South American continent, in both directions.

Fifth freedom rights may not be exercised between Morocco and Senegal in either direction.

At the option of the designated airline, any point on the above routes may be omitted on any or all flights.