

No. 7289

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**IVORY COAST  
and  
SWITZERLAND**

**Air Transport Agreement (with annex). Signed at Berne,  
on 17 November 1962**

*Official text: French.*

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

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**CÔTE-D'IVOIRE  
et  
SUISSE**

**Accord (avec annexe) relatif aux transports aériens. Signé  
à Berne, le 17 novembre 1962**

*Texte officiel français.*

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

[TRANSLATION — TRADUCTION]

No. 7289. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC OF THE IVORY COAST AND THE SWISS CONFEDERATION. SIGNED AT BERNE, ON 17 NOVEMBER 1962

The Government of the Republic of the Ivory Coast and the Council of the Swiss Confederation

Desiring to promote the development of air transport between the Ivory Coast and Switzerland and to further international co-operation in air transport as much as possible,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,<sup>2</sup>

Have agreed as follows :

I. GENERAL

*Article 1*

The Contracting Parties grant to each other the rights specified in the present Agreement for the establishment of the international civil air services enumerated in the annex hereto.

*Article 2*

For the purposes of the present Agreement and its annex :

(1) The word "territory" shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.

(2) The expression "aeronautical authority" shall mean :

In the case of the Republic of the Ivory Coast, the Minister responsible for air transport.

In the case of the Swiss Confederation, the Federal Air Department.

*Article 3*

(1) Aircraft employed in the international service by the designated airlines of one Contracting Party together with the regular equipment, reserves of fuels

<sup>1</sup> Applied provisionally from 17 November 1962, the date of signature, and came into force on 21 December 1963, one month after the date on which the Contracting Parties notified each other that their constitutional requirements had been fulfilled, in accordance with the provisions of article 19.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346; Vol. 51, p. 336; Vol. 139, p. 469; Vol. 178, p. 420; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340; Vol. 355, p. 418; Vol. 409, p. 370, and Vol. 472, p. 402.

and lubricants, and aircraft stores, including foodstuffs, beverages and tobacco, shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other similar duties or charges, provided that such equipment and stores remain on board the aircraft until they are re-exported.

(2) The following shall likewise be exempt from the said duties and charges, excluding fees levied as consideration for services rendered :

- (a) Aircraft stores, irrespective of origin, taken into the territory of one Contracting Party in quantities not exceeding the limits determined by the authorities of the said Contracting Party, and placed on board the aircraft of the other Contracting Party providing international air service;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft used in international navigation by the designated airline of the other Contracting Party;
- (c) Fuels intended for supplying the aircraft used in international traffic by the designated airline of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken aboard.

(3) Regular equipment, supplies and stores on board the aircraft of one Contracting Party shall not be unloaded in the territory of the other Contracting Party, except with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

#### *Article 4*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties, and still valid, shall be recognized as valid by the other Contracting Party for the purpose of operations on the air routes specified in the annex hereto. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licences issued to its own nationals by the other Contracting Party.

#### *Article 5*

(1) The laws and regulations of each 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 whilst within

its territory, shall be applied to the aircraft of the airline of the other Contracting Party.

(2) Passengers, crews and shippers of goods shall be required, either personally or through a third party acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew and cargo, such as those relating to entry, clearance, immigration, customs and measures under the health regulations.

(3) Passengers in direct transit and not leaving the airport zone reserved for their use shall only be subject to a simplified control.

(4) Each Contracting Party agrees to give no preference to its own airlines *vis-à-vis* the designated airline of the other Contracting Party in the application of the regulations applying to customs, visas, immigration, measures taken in compliance with health regulations, exchange control or other regulations affecting air transport.

#### Article 6

(1) Each Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or amendment of the present Agreement.

(2) Such consultation shall begin within sixty days from the date of receipt of the request.

(3) Amendments of the present Agreement which may have been decided shall come into force after they have been confirmed by an exchange of notes through the diplomatic channel.

#### Article 7

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement between the Contracting Parties before the expiry of this period. If the Contracting Party which should receive such notice fails to acknowledge receipt thereof, the said notice shall be deemed to have been received fifteen days after its receipt at the Headquarters of the International Civil Aviation Organization.

#### Article 8

(1) Any dispute relating to the interpretation or application of the present Agreement which cannot be settled between the aeronautical authorities or

between the Governments of the Contracting Parties in accordance with the provisions of article 6 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(2) The said tribunal shall be composed of three members. Each of the two Governments shall appoint one arbitrator and the two arbitrators shall agree upon the appointment of a national of a third State as chairman.

(3) If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed that the dispute should be settled by arbitration, or if the arbitrators fail to agree on the appointment of a chairman within a further period of one month, either Contracting Party may request the President of the International Court of Justice to make the necessary appointments.

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

(5) The Contracting Parties undertake to comply with such provisional measures as may be ordered in the course of the proceedings and with the arbitral award, which shall in every case be final.

(6) If and so long as either Contracting Party fails to comply with the arbitral award, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of the present 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 9*

Each Contracting Party grants to the other Contracting Party the right to have the air services specified in the route schedules contained in the annex to this Agreement operated by the airline designated by each. The said services shall hereinafter be called "agreed services".

#### *Article 10*

(1) Subject to the provisions of article 11 hereunder, each Contracting Party shall issue the necessary operating permit without delay to the designated airline of the other Contracting Party.

(2) Nevertheless, 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.

*Article 11*

Subject to the provisions contained in article 13, 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 has reasonable grounds to consider that it has no evidence that preponderant 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 referred to in article 5 or to fulfil its obligations under the present Agreement.

## II. AGREED SERVICES

*Article 12*

(1) The Contracting Parties, subject to the provisions of the present Agreement, grant each other the following rights :

- (a) The right to fly without landing across the territory of the other Contracting Party;
- (b) The right to make stops in the said territory for non-traffic purposes.

(2) The airline designated by the Government of the Ivory Coast under the present Agreement shall enjoy, in Swiss territory, the right to set down and pick up international traffic in passengers, mail and cargo at the points and on the Ivory Coast routes listed in the annex hereto.

(3) The airline designated by the Swiss Federal Council under the present Agreement shall enjoy in the territory of the Ivory Coast the right to set down and pick up international traffic in passengers, mail and cargo at the points and on the Swiss routes listed in the annex hereto.

*Article 13*

Notwithstanding the provisions of article 11 of the present Agreement, a Contracting Party may designate a joint air transport organization constituted in accordance with articles 77 and 79 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944, and this airline shall be accepted by the other Contracting Party.

*Article 14*

(1) The operation of the agreed services between the territories of the two Contracting Parties on the routes appearing in the annex to the present Agreement constitutes for the two countries a fundamental and primary right.

(2) The two Contracting Parties agree to apply the principle of equality and reciprocity in all matters relating to the exercise of the rights established by the present Agreement.

(3) The airlines designated by the two Contracting Parties shall be ensured fair and equitable treatment and shall enjoy equal opportunities and rights in the operation of the agreed service.

(4) The transport capacity offered on the joint routes shall be shared between the designated airlines of the two Contracting Parties with due regard to the principle of equality, subject to article 15, paragraph 4 hereunder.

(5) The designated airlines shall take their mutual interests into account in the operation of joint routes so as not to affect their respective services unduly.

#### *Article 15*

(1) It shall be the primary purpose of the agreed services to provide sufficient capacity on all the routes mentioned in the annex to this Agreement to satisfy the demands of the traffic in operation between the territories of the two Contracting Parties.

(2) The airline designated by one of the Contracting Parties may, within the limit of the global capacity stipulated in the first paragraph of this article, satisfy the requirements of traffic between the territories of third States situated on the agreed routes and the territory of the other Contracting Party, with due regard for local and regional services.

(3) In order to meet unforeseen or temporary traffic requirements on these routes, the designated airlines shall agree among themselves on appropriate measures to meet such temporary increase in traffic. They shall immediately report thereon to the aeronautical authorities of their respective countries who may consult with each other if they think fit.

(4) If the airline designated by one of the Contracting Parties does not desire to use, on one or more routes, all or part of the transport capacity which it should make available in accordance with its rights, it shall come to an agreement with the airline designated by the other Contracting Party with a view to transferring to the latter for a specified period all or part of the transport capacity concerned. The designated airline which has transferred all or part of its rights may recover them on the expiry of the said period.

#### *Article 16*

(1) The designated airlines shall, not later than thirty days before starting to operate the agreed services, notify the aeronautical authorities of both Con-

tracting Parties of the kind of traffic, the types of aircraft used and the timetables proposed. The same rule shall apply to subsequent modifications.

(2) The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, upon request, any regular or other statistical data concerning the designated airline as may be reasonably required for verifying the transport capacity provided by the designated airline of the first Contracting Party. These statistics shall contain all the information necessary to ascertain the volume of traffic with the territory of the other Contracting Party, and in particular with reference to points of loading and unloading.

#### *Article 17*

The two Contracting Parties agree to consult one another each time the need arises, in order to co-ordinate their respective air services.

#### *Article 18*

Tariffs for all agreed services shall be fixed at reasonable levels, regard being paid to all relevant factors, including the 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 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 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 referred to arbitration as provided in article 8 above.
4. The tariffs already established shall remain in force until new tariffs are fixed in accordance with this article or with article 8 above.



## III. FINAL PROVISIONS

*Article 19*

This Agreement shall be applied provisionally as from the date of signature and shall enter into force one month after the date on which the Contracting Parties shall have notified each other that the constitutional formalities required by each Contracting Party have been completed.

*Article 20*

The present Agreement and the Annex thereto shall be communicated to the International Civil Aviation Organization for registration.

DONE at Berne on 17 November 1962

For the Government  
of the Republic of the Ivory Coast :

Jean PORQUET  
Ambassador

of the Republic of the Ivory Coast  
in Switzerland

For the Swiss  
Federal Council :

F. T. WAHLEN  
Head of the Political Department

## A N N E X

## ROUTE SCHEDULE

*I. Ivory Coast Routes*

From the Ivory Coast via a point in Liberia or in Ghana and/or in North Africa to a point in Switzerland, and vice versa.

*II. Swiss Routes*

From Switzerland via a point in the Iberian peninsula and/or in North Africa and/or in Libya or Malta, to Abidjan and vice versa.

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