

No. 7282

**SWITZERLAND
and
MOROCCO**

**Agreement concerning non-scheduled air services. 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 relatif aux transports aériens non réguliers. 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. 7282. AGREEMENT¹ BETWEEN SWITZERLAND AND MOROCCO CONCERNING NON-SCHEDULED AIR SERVICES. SIGNED AT RABAT, ON 5 JULY 1962

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

Desiring to conclude an agreement concerning non-scheduled air services between the territories of their respective countries,

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

Article 1

This Agreement applies to any civil aircraft registered in Switzerland or in Morocco and operated by a Swiss or Moroccan citizen who has been duly authorized for that purpose by the competent national authority of one of the two Contracting Parties, when that aircraft makes in their respective territories, for remuneration or in pursuance of a hiring or charter contract, international flights which do not form part of regular international air services.

Article 2

1. Each Contracting Party shall, without delay, grant to the airlines of the other Contracting Party operating the aircraft specified in article 1 authorization to operate non-scheduled commercial air services from or to its territory, without the imposition of the "regulations, conditions or limitations" provided for in the second paragraph of article 5 of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,² where such aircraft are engaged in :

- (a) Flights for the purpose of meeting humanitarian or emergency needs ;
- (b) Taxi-class passenger flights of occasional character on request, provided that the aircraft does not have a seating capacity of more than six passengers and provided that the destination is chosen by the hirer or hirers and no part of the capacity of the aircraft is resold to the public ;

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 7.

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

(c) Flights on which the entire space is hired by a single person (individual, firm, corporation or institution) for the carriage of his or its staff or merchandise, provided that no part of such space is resold.

2. The same treatment shall be accorded to aircraft engaged in any of the following activities :

- (a) The transport of freight exclusively ;
- (b) The transport of passengers between regions which are not connected directly enough by scheduled air services ;
- (c) Single flights, no operator or group of operators being entitled under this sub-paragraph to more than one flight per month, between the same two traffic centres, for all aircraft available to them.

3. Either Contracting Party may require the abandonment of the activities specified in paragraph 2 of this article if it deems that these are harmful to the interests of its scheduled air services operated between the territories of the two Contracting Parties. Either Contracting Party may require full information on the nature and scope of any such activity, whether completed or current.

4. In respect of the activity referred to in sub-paragraph (b) of paragraph 2 of this article, each Contracting Party may determine freely the extent of the regions (including the airport or airports comprised), modify such determination at any time and decide whether these regions are connected directly enough by scheduled air services.

Article 3

The Contracting Parties further agree that in cases other than those covered by paragraphs 1 and 2 of article 2 prior permission may be required. The time by which the request must be submitted shall not be more than two full business days in the case of a single flight or of a series of not more than four flights ; longer periods may be specified for more extensive series of flights.

Article 4

1. Requests for permission shall be sent directly to the aeronautical authority of the other Contracting Party, without the use of the diplomatic channel.

2. The information to be provided in the case of a single flight or of a series of not more than four flights shall be limited to the following :

- (a) Name of the operating company ;
- (b) Type of aircraft and registration marks ;

- (c) Proposed dates and hours of arrival in the territory of the other Contracting Party and of departure from that territory ;
- (d) Itinerary of the aircraft ;
- (e) Purpose of the flight, number of passengers to be taken aboard or landed, nature and quantity of freight to be taken aboard or landed.

Article 5

1. Any dispute relating to the interpretation or application of this Agreement which cannot be settled between the aeronautical authorities or between the Governments concerned shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

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

(b) If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed the arbitral settlement of the dispute, or if during the month following their appointment the arbitrators have not agreed on 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 the arbitral awards, the other Contracting Party may suspend or revoke the authorization which it has granted by virtue of this Agreement to the airline of the Contracting Party in default.

6. Each Contracting Party shall pay the cost of its own arbitrator, half the cost of the third arbitrator and half the other costs of the arbitral tribunal.

Article 6

This Agreement may be denounced by either Contracting Party at six months' notice given in writing to the other Contracting Party.

Article 7

This Agreement shall be applied provisionally as soon as it is signed ; 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 :

Erwin BERNATH

For the Government
of His Majesty the King
of Morocco :

Abd Errahman TAZI