

No. 7268

SWITZERLAND
and
UNITED ARAB REPUBLIC

Agreement concerning scheduled air transport (with annex).
Signed at Cairo, on 14 July 1960

Official texts: French and Arabic.

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

SUISSE
et
RÉPUBLIQUE ARABE UNIE

Accord relatif aux transports aériens réguliers (avec an-
nexe). Signé au Caire, le 14 juillet 1960

Textes officiels français et arabe.

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

[TRANSLATION — TRADUCTION]

No. 7268. AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE UNITED ARAB REPUBLIC CONCERNING SCHEDULED AIR TRANSPORT. SIGNED AT CAIRO, ON 14 JULY 1960

The Swiss Federal Council and the Government of the United Arab Republic, Considering that Switzerland and the United Arab Republic (hereinafter referred to as "Contracting Parties") are both Parties to the Convention on International Civil Aviation signed at Chicago on 7 December 1944² (hereinafter referred to as "the Convention"),

That it is desirable for them to organize their regular air communications in a safe and orderly manner and to develop as much as possible international co-operation in that field,

That it is therefore necessary to conclude an agreement regulating scheduled air transport between the territory of Switzerland and that of the United Arab Republic and beyond,

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

Article 1

(a) The Contracting Parties grant each other the rights specified in this Agreement for the purpose of operating international air services (hereinafter referred to as "agreed services") on the routes specified in the annex³ (hereinafter referred to as "specified routes").

(b) In accordance with the provisions of this Agreement, each Contracting Party shall fix the date of inauguration of its agreed services, which may be operated in whole or in part.

Article 2

(a) Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines (hereinafter referred to as "designated airlines") to operate the agreed services.

¹ Came into force on 30 April 1962, the date of an exchange of diplomatic notes confirming the approval of the Agreement by the Contracting Parties under their respective constitutional procedures, in accordance with the provisions of article 19.

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

³ See p. 185 of this volume.

(b) On receipt of this notification, the necessary operating permit shall, subject to paragraph (b) and article 3 hereof, be issued without undue delay to the designated airlines.

(c) The designated airlines may, however, before obtaining the said permit, be required to satisfy the aeronautical authority competent to issue the permit that they fulfil the conditions prescribed by the laws and regulations applied by that authority, provided that such laws and regulations do not conflict with the Convention or this Agreement.

Article 3

Each Contracting Party reserves the right to withhold an operating permit from a designated airline of the other Contracting Party or to revoke such a permit in any case where it has no proof that substantial ownership and effective control of that airline are vested in nationals of one of the Contracting Parties or in case of failure by the designated airline to comply with the laws and regulations referred to in article 4 hereunder or to fulfil the conditions on which the rights specified in this Agreement were granted.

Article 4

(a) The laws and regulations of one Contracting Party, such as those relating to the admission to and departure from its territory of aircraft engaged in international air navigation or to flights by such aircraft, shall apply to aircraft of the designated airlines of the other Contracting Party.

(b) The laws and regulations of either Contracting Party, such as those relating to the admission or departure of passengers, crews or cargo of aircraft, and to import and clearance formalities, immigration, passports, customs, quarantine and currency control, shall apply to passengers, crews or cargo carried by aircraft of the designated airlines of the other Contracting Party.

(c) Passengers in transit through the territory of a Contracting Party shall be subject to a simplified control. Baggage and cargo in transit shall be exempt from customs duties, inspection fees and similar charges.

Article 5

(a) For the operation of the agreed services each Contracting Party grants to the designated airlines of the other Contracting Party, subject to articles 6 and 7, the right to pick up and set down in its territory international traffic destined for or coming from the territory of the other Contracting Party or the territory of a third country.

(b) Paragraph (a) above does not authorize the airlines of either Contracting Party to pick up in the territory of the other Contracting Party passengers, mail or

cargo for carriage, for remuneration, to another point in that territory, regardless of the origin or final destination of the traffic in question.

Article 6

(a) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services.

(b) The agreed services shall have as their primary objective the provision of capacity adapted to the normal and reasonably foreseeable requirements of air traffic between the territory of the Contracting Party which designated the airlines and the countries of ultimate destination of the traffic.

(c) The capacity provided by the designated airlines of each Contracting Party shall be reasonably related to the traffic requirements.

Article 7

The rights granted may not be exercised abusively by the designated airlines of a Contracting Party to the detriment or disadvantage of the designated airlines of the other Contracting Party.

Article 8

Fuel introduced into or taken on board in the territory of one Contracting Party by the designated airlines of the other Contracting Party and intended solely for the aircraft of those airlines shall be exempt from customs duties, inspection fees or other national and local duties and charges imposed by the other Contracting Party, even if they are consumed in part between two points in the territory of the Contracting Party granting the exemption.

Article 9

(a) The aeronautical authority or the designated airlines of each Contracting Party shall communicate as soon as possible to the aeronautical authority of the other Contracting Party time-tables, tariffs and all other information concerning the operation or modification of the agreed services.

(b) The aeronautical authority or the designated airlines of each Contracting Party shall communicate to the aeronautical authority of the other Contracting Party traffic statistics of the agreed services to or from the territory of the other Contracting Party or in transit through that territory, indicating the destination and origin of the traffic.

Article 10

If, for the purpose of effecting economies in transit traffic, a designated airline successively uses aircraft of different capacities on a specified route, the point of change of aircraft being in the territory of one of the Contracting Parties, such change shall not affect the provisions of this Agreement relating to transport capacity and traffic volume. In such cases the second aircraft shall be regarded as providing a connecting service with the first aircraft and shall await its arrival, except in cases of *force majeure*.

Article 11

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

(a) The tariffs shall, where possible, be fixed by agreement between the designated airlines after consultation with other airlines serving all or part of the same route. Such agreement shall, as far as possible, be reached 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 give notice in writing to that effect to the aeronautical authorities of the other Contracting Party within fifteen days following the date of communication of these tariffs or within such other period as may be agreed.

(b) If the designated airlines are unable to reach agreement or if the tariffs are not approved by the aeronautical authorities of either Contracting Party, the aeronautical authorities of the two Contracting Parties shall endeavour to reach agreement on the tariffs to be fixed.

(c) In the last resort the dispute shall be submitted to arbitration as provided for in article 15.

(d) The tariffs previously fixed shall remain in force until new tariffs have been fixed in accordance with this article or article 15.

Article 12

This Agreement shall be registered with the Council of the International Civil Aviation Organization formed by the Convention.

Article 13

The aeronautical authorities of the Contracting Parties shall, in a spirit of close collaboration, consult together from time to time in order to satisfy themselves that

the principles laid down in this Agreement are being applied satisfactorily and they shall exchange all information necessary for that purpose.

Article 14

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

Article 15

Subject to article 17 hereunder :

(a) The Contracting Parties shall endeavour to settle by direct negotiations any dispute relating to the interpretation or application of this Agreement which may arise between them.

(b) If the direct negotiations do not result in an agreement within a period of ninety days, the Contracting Parties shall submit the dispute to arbitration. For that purpose they shall appoint a special arbitral tribunal or any other person or body.

(c) If the Contracting Parties cannot so agree or if they cannot agree on the composition of the arbitral tribunal to which they have agreed to submit the dispute, either of them may refer the dispute for decision to the Council of the International Civil Aviation Organization.

(d) The Contracting Parties undertake to comply with any decision given under this article.

(e) The arbitral tribunal shall allocate the costs of the arbitration procedure.

Article 16

This Agreement shall be brought into harmony with any multilateral convention by which the Contracting Parties may become bound.

Article 17

Either Contracting Party may at any time denounce this Agreement. It shall give notice of its denunciation to the other Contracting Party and shall simultaneously notify the Council of the International Civil Aviation Organization. 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 expiry of this period. In the absence of acknowledgement of receipt by the Contracting Party to which the notice was addressed, notice shall be deemed to have been received fourteen days after its receipt by the Council of the International Civil Aviation Organization.

Article 18

(a) For the purpose of this Agreement, the expression "aeronautical authority" shall mean, in the case of Switzerland, the Federal Air Office and, in the case of the United Arab Republic, the Director-General of Civil Aviation or, in either case, any person or body authorized to perform the functions at present exercised by them.

(b) The annex to this Agreement shall be deemed to constitute an integral part thereof and all references to the Agreement include reference to the annex, unless otherwise provided.

Article 19

This Agreement shall enter into force on the date on which the Contracting Parties exchange diplomatic notes confirming that it has been approved in accordance with their respective constitutional provisions.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, having been duly authorized by their respective Governments, have signed this Agreement and have affixed thereto their seals.

DONE at Cairo, on 14 July 1960, in duplicate in the French and Arabic languages, both texts being equally authentic.

For the Swiss Federal
Council :

(Signed) J. L. PAHUD

For the Government
of the United Arab Republic :

(Signed) Mohamed Soliman EL HAKIM

A N N E X

SCHEDULE I

Services which may be operated by the airlines designated by Switzerland

1. Points in Switzerland – a point in Italy – Belgrade – Athens – Cairo.
2. Points in Switzerland – Vienna – Istanbul – Cairo.
3. Points in Switzerland – a point in Italy or Vienna or Belgrade – Athens – Cairo – Khartoum – Nairobi or Entebbe and beyond, without fifth freedom rights between Cairo and Khartoum.

4. Points in Switzerland – a point in Italy – Athens – Cairo – Kuwait – Dhahran, on condition that no traffic may be carried between Cairo and Kuwait and vice versa.

5. Points in Switzerland – a point in Italy or Belgrade or Vienna – Athens or Istanbul – Beirut – a point in the United Arab Republic – Abadan or Teheran – a point in Pakistan or Afghanistan – Bombay and/or Calcutta and beyond, on condition that if this service traverses the Egyptian province no traffic may be carried between Beirut and Istanbul, on the one hand, and Cairo, on the other hand.

The airlines designated by Switzerland may, at their option, omit stops on the agreed services.

SCHEDULE II

Services which may be operated by the airlines designated by the United Arab Republic

1. Points in the United Arab Republic – Athens – Belgrade – a point in Italy – a point in Switzerland.

2. Points in the United Arab Republic – Athens or Istanbul – Vienna – a point in Switzerland.

3. Points in the United Arab Republic – Athens – Belgrade – a point in Italy – a point in Switzerland – points in Germany and/or London and beyond.

4. Points in the United Arab Republic – Athens or Istanbul – Vienna – a point in Switzerland – points in Germany and/or London and beyond.

5. Points in the United Arab Republic – Beirut – Athens or Istanbul – Belgrade or Vienna or a point in Italy – a point in Switzerland – Paris and beyond.

The airlines designated by the United Arab Republic may, at their option, omit stops on the agreed services.