No. 8157

SWITZERLAND
and
ARGENTINA

Agreement relating to scheduled air transport services (with annex). Signed at Buenos Aires, on 25 January 1956

Official texts: French and Spanish.

Registered by the International Civil Aviation Organization on 15 March 1966.

SUISSE
et
ARGENTINE

Accord relatif aux transports aériens réguliers (avec annexe). Signé à Buenos Aires, le 25 janvier 1956

Textes officiels français et espagnol.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mars 1966.

[TRANSLATION — TRADUCTION]

No. 8157. AGREEMENT[1] RELATING TO SCHEDULED AIR TRANSPORT SERVICES BETWEEN SWIZERLAND AND THE ARGENTINE REPUBLIC. SIGNED AT BUENOS AIRES, ON 25 JANUARY 1956

The Swiss Federal Council and the Government of the Argentine Republic,

Considering :

That the possibilities of commercial aviation as a means of transport have greatly increased,

That this means of transport, because of its essential characteristics, permitting rapid connexions, contributes to bringing nations together,

That it is desirable to organize air communications between the Contracting Parties in a safe and orderly manner and to develop international co-operation in this field as much as possible without prejudice to national and regional interests,

That it is desirable to establish a general multilateral convention regulating scheduled international air transport,

That pending the entry into force of such a convention between the Contracting Parties, it is necessary to conclude an agreement for the operation of air services between Switzerland and the Argentine Republic in conformity with the Convention on International Civil Aviation signed at Chicago on 7 December 1944,[2]

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

Article 1

The Contracting Parties grant to each other, in time of peace, the rights specified in the annex hereto for the purpose of establishing the scheduled international air services described in the said annex and hereinafter referred to as « agreed services ».

[1] Applied as from 25 January 1956, the date of signature, and came into force on 7 February 1963, the date on which ratification was notified mutually through the diplomatic channel, in accordance with the provisions of article 19.

[2] See footnote 2, p. 68 of this volume.

Article 2

(*a*) Each of the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights specified in the annex are granted, provided that :

1. The Contracting Party to which the rights are granted has designated one or more national airlines to serve the route or routes described in the said annex;
2. The Contracting Party granting the rights has authorized the designated airlines to inaugurate the agreed services, which, subject to paragraph (*b*) of this article and to article 7 below, it shall do without delay.

(*b*) However, before being authorized to establish the agreed services, the designated airlines may be required to give proof of their qualifications in accordance with the laws and regulations normally applied by the aeronautical authorities granting authorization and permitting operation.

Article 3

In order to prevent any discriminatory measure and to respect the principle of equality of treatment :

(*a*) The charges and other taxes which either Contracting Party may impose or permit to be imposed on the airlines designated by the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national airlines operating similar international services.

(*b*) Fuel, lubricating oils, spare parts, regular equipment and general supplies intended solely for use by aircraft employed by the airlines designated by one Contracting Party and introduced into the territory of the other Contracting Party by or on behalf of such airlines, or taken on board in such territory for use on board the aircraft of such airlines, shall be accorded by the latter Contracting Party national or most-favoured-nation treatment with respect to customs duties, inspection fees and other charges imposed on aircraft engaged in similar international services.

(*c*) The aircraft of one Contracting Party operating the agreed services, and fuel, lubricating oils, spare parts, regular equipment, general supplies and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees, and other charges even though such supplies be used or consumed on flights over that territory.

(*d*) The articles enumerated in paragraph (*c*) above, and enjoying the exemption therein provided may not be unloaded from the aircraft of one Contracting Party save with the approval of the customs authorities of the other

Contracting Party. Until they are re-exported or used, such articles shall remain under the customs supervision of the other Contracting Party, but their availability shall not be affected thereby.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall, during the period they are in force, be recognized by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by a third State.

Article 5

(*a*) The laws and regulations of either Contracting Party relating to the admission to, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other Contracting Party.

(*b*) The laws and regulations of a Contracting Party governing the admission to, stay in or departure from its territory of passengers, crews or cargo carried by aircraft, such as those relating to police, entry, immigration, clearance, passports, customs and quarantine, shall apply to the passengers, crews and cargo taken on board aircraft operating the agreed services.

(*c*) Passengers in transit across the territory of one Contracting Party shall be subject to a simplified control. Baggage and cargo in direct transit on board the aircraft of one Contracting Party shall be exempt, within the territory of the other Contracting Party, from customs duties, inspection fees and similar charges.

Article 6

(*a*) The airport authorities and the customs, immigration, police and health authorities of the Contracting Parties shall apply the provisions contained in articles 3 and 5 above in the simplest and most expeditious manner, in order to avoid any delay in the movement of aircraft used on the agreed services. The said authorities shall take the foregoing into account in formulating and applying the regulations.

(*b*) The consular, immigration and police authorities of each Contracting Party shall grant, in the simplest and most expeditious manner, entry visas valid for one year and for an unlimited number of trips to flight personnel of the airlines designated by the other Contracting Party, who are serving on board

the aircraft operating the agreed services and who hold the certificates and licences referred to in article 4 above.

Article 7

Each Contracting Party reserves the right to withhold the operating permit referred to in article 2 from an airline designated by the other Contracting Party or to revoke such a permit whenever, for valid reasons, it is not satisfied that substantial ownership and effective control of that airline are vested in nationals of the other Contracting Party. The same right may be exercised in the case of failure by an airline designated by one Contracting Party to comply with the laws and regulations of the other Contracting Party or to perform its obligations under this Agreement and its annex.

Article 8

In accordance with article 2 above, each Contracting Party shall be entitled, after previously informing the other Contracting Party, to substitute other national airlines for the airlines it has designated to operate the agreed services. The newly designated airlines shall enjoy the same rights and duties as their predecessors.

Article 9

The airlines designated by each Contracting Party shall have legal representation invested with sufficient powers to be accountable to the competent authorities of the other Contracting Party for the obligations incurred by such airlines by reason of their operation.

Article 10

Should either of the Contracting Parties consider it desirable to modify any clause of this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties. Modifications to the annex or the attached schedules may be agreed upon between the aeronautical authorities. Such consultations shall begin within a period of sixty days from the date of the request.

Any modification to this Agreement or its annex agreed upon by the said authorities shall come into force after approval communicated through the diplomatic channel.

Article 11

Should either Contracting Party intend to denounce this Agreement, it shall ask the other Contracting Party for consultation. If no agreement is reached within sixty days from the date of dispatch of the request for consultation, the

first Contracting Party may give notice of its denunciation. Such denunciation shall be simultaneously communicated to the International Civil Aviation Organization (ICAO).

Upon receipt of such communication, this Agreement shall terminate on the date indicated in the notice, provided, however, that ten months have elapsed since the date of the other Contracting Party's receipt of the said notice.

If the other Contracting Party fails to acknowledge receipt of the notice, it shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization (ICAO).

Article 12

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled directly by consultation between the designated airlines, the aeronautical authorities or the respective Governments shall be referred to arbitration in accordance with the customary rules of international law.

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 every case be regarded as final.

Article 13

This Agreement, its annex and all contracts and documents connected therewith shall be registered with the International Civil Aviation Organization (ICAO).

Article 14

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

Article 15

Infractions of domestic regulations governing air services which do not constitute an offence and which are committed by personnel of the airlines designated by one Contracting Party shall be reported to that Party's aeronautical authorities by the aeronautical authorities of the Party within whose territory the infraction was committed. If the infraction is of a serious nature, the latter authorities shall be entitled to request that appropriate disciplinary measures be applied. In the case of repeated infractions, revocation of the rights granted to the airlines responsible may be requested.

Article 16

For the purposes of this Agreement and its annex :

(*a*) The expression " aeronautical authorities " means, in the case of Switzerland, the Air Office of the Federal Department of Post and Railways, and, in the case of the Argentine Republic, the Ministries of Transport and Aviation, or, in both cases, any person or agency authorized to perform the functions at present exercised by them.

(*b*) The expression " designated airline " means any airline which has been selected by one of the Contracting Parties to operate the agreed services, the designation of which has been communicated to the aeronautical authorities of the other Contracting party in accordance with article 2 above.

(*c*) The term " capacity " means the payload, expressed in number of seats for passengers and in weight for mail and cargo, offered on an agreed service during a specified period by all aircraft used in the operation of the said service.

(*d*) The expression " air route " means the pre-established itinerary to be followed by an aircraft operating a scheduled service for the public transport of passengers, mail and cargo.

(*e*) The expression " change of gauge " means that beyond a specified point on an air route, traffic is carried by the same airline but with a change in the type of aircraft.

(*f*) " Swiss-Argentine traffic " shall be taken to mean air traffic originating in Swiss territory and bound for Argentine territory, and traffic originating in Argentine territory and bound for Swiss territory, whether carried by national airlines of either country or by other foreign airlines.

Article 17

The aeronautical authorities of the two Contracting Parties shall settle by agreement, on the basis of reciprocity, any question relating to the execution of this Agreement or its annex, and shall consult each other from time to time for the purpose of satisfying themselves that the principles set forth in the Agreement are being applied and its objectives satisfactorily fulfilled.

Article 18

The Contracting Parties undertake to use their good offices with the Governments of countries situated on the air routes described in the annex in order to ensure full and effective implementation of this Agreement.

Article 19

This Agreement shall be applied from the date of its signature by the competent authorities of the Contracting Parties.

It shall enter into force on the day on which the Contracting Parties shall have notified each other through the diplomatic channel of its ratification.

DONE at Buenos Aires, on 25 January 1956, in duplicate, in the French and Spanish languages, both texts being equally authentic.

For the Swiss Federal Council :

FUMASOLI

For the Government of the Argentine Republic :

L. A. PODESTÁ COSTA

S. E. BONNET

Julio Cés. CLAUSE

ANNEX

I

The Swiss Federal Council grants to the Government of the Argentine Republic the right to have air services over the air routes described in attached schedule B operated by one or more airlines which it shall designate, and, reciprocally, the Government of the Argentine Republic grants to the Swiss Federal Council the same right in respect of the air routes described in attached schedule A. This section does not relate to cabotage.

II

The airline designated by each Contracting Party in accordance with this Agreement and this annex shall have, in the territory of the other Contracting Party and on each of the air routes described in the attached schedules, the right of non-stop transit and the right to make stops for non-traffic purposes at airports open to international traffic.

III

(*a*) The designated airlines shall also have, under the conditions set forth in this section, the right to put down and the right to take on international traffic in passengers, mail and cargo at the points mentioned in the attached schedules.

(*b*) The designated airlines shall receive fair and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services between the territories of the Contracting Parties.

(*c*) In operating on common routes, the designated airlines shall take into account their mutual interests so as not to affect unduly their respective air services. However, the employment by the airlines designated by one Contracting Party of other types of aircraft than those of the airlines designated by the other Contracting Party shall not be regarded as violating this principle. Should the airlines designated by one Contracting Party be temporarily prevented from taking advantage immediately of the opportunities extended to it by this paragraph, the two Contracting Parties shall consider

the situation with a view to facilitating the necessary development of traffic. If an airline designated by that Contracting Party wishes to begin operation of its agreed services in the territory of the other Contracting Party or to increase their frequency in order to enjoy the same advantages, the airline designated by the other Contracting Party shall, if circumstances so require, reduce, four months after being so notified, any services which it may have increased in view of the above-mentioned situation.

(*d*) On all the air routes described in the attached schedules, the agreed services shall have as their primary objective the provision, at a load factor deemed reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

Within the limit of the capacity provided under the terms of the preceding paragraph and to complement it, the airlines designated by either Contracting Party may satisfy the requirements of traffic between the territories of third States situated on the air routes described in the attached schedules and the territory of the other Contracting Party.

(*e*) Additional capacity over and above that mentioned in paragraph (*d*) above may be provided whenever it is warranted by the traffic requirements of the countries situated on the air routes described in the attached schedules. Should the interests of either Contracting Party be affected thereby, the question shall be the subject of prior consultation between the Contracting Parties.

Each Contracting Party undertakes to grant to the airlines of the other Contracting Party the right to operate a percentage of complementary fifth freedom traffic not lower than that granted to other foreign airlines in the same circumstances and in relation to the same route segment.

(*f*) For the purposes of paragraphs (*d*) and (*e*) above, the development of local and regional services constitutes a fundamental and primary right of the countries concerned with the air routes described in the attached schedules.

(*g*) The Contracting Parties undertake to consult each other periodically for the purpose of examining the manner in which this section is being implemented by the designated airlines and satisfying themselves that the interests of their local and regional services and their trunk services are not being harmed.

During such consultations, the Contracting Parties shall take into account statistics of traffic carried, which they undertake to exchange from time to time.

Should an intermediate country object that its local or regional traffic is being harmed, the Contracting Parties shall consult each other immediately with a view to applying the foregoing provisions to each particular case in a concrete and practical manner.

IV

(*a*) The tariffs shall be fixed at reasonable levels, regard being paid in particular to cost of operation, reasonable profit, the tariffs charged by other airlines operating over all or part of the same air route and the characteristics of each agreed service, such as speed and comfort.

(*b*) The tariffs charged in respect of traffic picked up or set down at a stop on the air routes described in the attached schedules may not be lower than those charged for the same traffic by the airlines of the Contracting Party which operates local or regional air services over the route segment in question.

(*c*) The tariffs to be charged on the agreed services between the points within the territories of the Contracting Parties mentioned in the attached schedules shall, so far as possible, be fixed by agreement between the designated airlines.

These airlines shall proceed :

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

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

(*e*) Should the designated airlines fail to agree on a tariff in accordance with paragraph (*c*) above, or should one of the Contracting Parties make known its dissatisfaction with the tariffs submitted to it in accordance with paragraph (*d*) above, the aeronautical authorities of the Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in article 12 of the Agreement.

The Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force pending the announcement of the arbitral award or the ordering of provisional measures in accordance with article 12 of the Agreement.

V

If, for purposes of economy of operation, different aircraft are used for the various sectors of the air routes described in the attached schedules and the change of gauge takes place within the territory of one of the Contracting Parties, at a point mentioned in the said schedules, the second aircraft shall ensure a connecting service with that provided by the first and shall normally await the arrival of the latter before departing.

If any capacity is available in the aircraft employed between the point of change of gauge and points beyond, such capacity may be allotted, in either direction, to international traffic originating in or destined for the territory in which the change of gauge took place, subject to the provisions of the Agreement and this annex, in particular paragraphs (*d*), (*e*), (*f*) and (*g*) of section III above.

No change of gauge may take place in the territory of either Contracting Party if it alters the operational characteristic of a trunk service or if it is inconsistent with the principles set forth in the Agreement and this annex.

VI

Any modification of the air routes described in the attached schedules which would affect stops in territories other than those of the Contracting Parties shall not be considered a modification of this annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such a modification provided that notice of it is given without delay to the aeronautical authorities of the other Contracting Party.

If these authorities consider that, having regard to the principles set forth in section III above, the interests of their national airlines are affected by such a modification, inasmuch as traffic between their own territory and the new stop in a third country is served by their airlines and the airlines of the third country, the aeronautical authorities of the two Contracting Parties shall consult with the aeronautical authorities of the third country with a view to arriving at a satisfactory agreement.

VII

Upon the entry into force of the Agreement, the aeronautical authorities of the Contracting Parties shall exchange information as promptly as possible concerning the authorizations given to their airlines to operate all or part of the agreed services. Such information shall consist, in particular, of copies of the authorizations granted, any modifications thereof and all annexed documents.

The aeronautical authorities of the Contracting Parties shall, not less than fifteen days prior to the effective inauguration of their respective services, communicate to each other, for approval, the time-tables, frequencies and types of aircraft to be used. Any change in such data shall also be communicated.

VIII

So long as a visa is required for the admission of aliens into the two countries, the crews employed on the agreed services whose names appear on the flight documents of aircraft of the Contracting Parties shall be required to hold valid passports with appropriate visas and identity documents issued by the airlines by which they are employed.

SCHEDULE A[1]

AIR ROUTES WHICH MAY BE OPERATED BY THE SWISS AIRLINES

1. *Routes to Argentine territory*

Geneva or Zurich or Basle–Rome–Barcelona or Madrid–Lisbon–Casablanca or Tangier or Algiers or Tunis–Dakar and/or Sal and/or Monrovia and/or Accra–Recife or Natal–Brasilia–Rio de Janeiro–São Paulo–Montevideo–Buenos Aires, in both directions.

2. *Air routes serving and traversing Argentine territory*

Geneva or Zurich or Basle–Rome–Barcelona or Madrid–Lisbon–Casablanca or Tangiers or Algiers or Tunis–Dakar and/or Sal and/or Monrovia and/or Accra–Recife or

[1] New terms in accordance with an exchange of notes of 12 April 1960.

Natal–Brasilia–Rio de Janeiro– São Paulo–Montevideo–Buenos Aires–Santiago (Chile), and beyond, in both directions.

On the routes described above, stops may be omitted, at the discretion of the airlines, on all or part of the flights, provided that prior notice of such omission is given to the aeronautical authorities of the Contracting Parties.

The agreed services between the territories of the Argentine Republic and Switzerland, with a traffic stop in Rome, may not be operated more than once a week, except by subsequent agreement between the Contracting Parties.

SCHEDULE B[1]

AIR ROUTES WHICH MAY BE OPERATED BY THE ARGENTINE AIRLINES

1. *Air routes to Swiss territory*

Buenos Aires–Montevideo–São Paulo and/or Rio de Janeiro and/or Brasilia–Recife or Natal–Dakar and/or Sal and/or Monrovia and/or Accra–Lisbon–Zurich or Geneva or Basle, in both directions.

2. *Air routes serving and traversing Swiss territory*

Buenos Aires–Montevideo–Porto Alegre–São Paulo–Rio de Janeiro and/or Brasilia–Recife or Natal–Dakar and/or Sal and/or Monrovia and/or Accra–Lisbon–Madrid or Barcelona–Rome–Zurich or Geneva or Basle–Vienna and/or Prague or one or two points in the Federal Republic of Germany, these routes to become effective as soon as an Argentine airline inaugurates its services, in both directions, or

Buenos Aires–Montevideo–Porto Alegre–São Paulo–Rio de Janeiro and/or Brasilia–Recife or Natal–Dakar and/or Sal and/or Monrovia and/or Accra–Lisbon–Madrid or Barcelona–Rome–Zurich or Geneva or Basle–Milan–Tel Aviv.

The designated Argentine airline shall enjoy commercial traffic rights between Switzerland and Tel Aviv to the extent to which commercial rights for regional traffic in South America are granted by the Argentine Republic to the designated Swiss airline.

On the routes described above, stops may be omitted, at the discretion of the airlines, on all or part of the flights, provided that prior notice of such omission is given to the aeronautical authorities of the Contracting Parties.

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[1] New terms in accordance with an exchange of notes of 14 November 1962.