

No. 8159

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**SWITZERLAND**  
and  
**GHANA**

**Agreement for the establishment and operation of air services between and beyond their respective territories (with schedules of routes). Signed at Berne, on 17 May 1961**

*Official texts: French and English.*

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

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**SUISSE**  
et  
**GHANA**

**Accord relatif à l'établissement et à l'exploitation de services aériens entre leurs territoires respectifs et au-delà (avec tableaux de routes). Signé à Berne, le 17 mai 1961**

*Textes officiels français et anglais.*

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

No. 8159. AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC OF GHANA AND THE SWISS CONFEDERATION FOR THE ESTABLISHMENT AND OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT BERNE, ON 17 MAY 1961

The Government of the Republic of Ghana and the Swiss Federal Council, considering that Ghana and Switzerland hereinafter referred to as the Contracting Parties are parties to the Convention on International Civil Aviation opened for signature at Chicago on seventh day of December 1944<sup>2</sup> and desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows :

*Article 1*

For the purpose of the present Agreement, unless the context otherwise requires :

- a. the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof;
- b. the term "aeronautical authorities" means, in the case of Republic of Ghana, the Minister of Transport and Communications and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions, and, in the case of Switzerland the Federal Air Office and any person or body authorised to perform any functions at present exercised by the said Office or similar functions;
- c. the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in such notification;
- d. the term "change of gauge" means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;

<sup>1</sup> Applied provisionally with effect from 17 May 1961, the date of signature, and came into force on 12 October 1963, the date on which its ratification was mutually notified by an exchange of diplomatic notes, in accordance with the provisions of article 16.

<sup>2</sup> See footnote 2, p. 68 of this volume.

- e. the term “ territory ” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State; and
- f. the terms “ air service ”, “ international air service ”, “ airline ” and “ stop for non-traffic purposes ” have the meanings respectively assigned to them in Article 96 of the Convention.

### *Article 2*

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate Section of the Schedule thereto (hereinafter called “ the agreed services ” and “ the specified routes ”).

2. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges :

- a. to fly without landing across the territory of the other Contracting Party;
- b. to make stops in the said territory for non-traffic purposes; and
- c. to make stops in the said territory at the points specified for that route in the Schedule<sup>1</sup> to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

### *Article 3*

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline designated the appropriate operating authorisation.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations

<sup>1</sup> See p. 211 of this volume.

normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of the airline and to withhold or revoke the grant to the airline of the privilege specified in paragraph 2 of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

5. At any time after the provisions of paragraphs 1 and 2 of this Article have been complied with, the airline so designated and authorised may begin to operate the agreed services provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article 7 of the present Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to suspend the exercise by the airline of the privileges specified in paragraph 2 of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article 4*

Fuel, lubricants, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the airline of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges :

- a.* in the case of fuel and lubricants remaining on board aircraft at the last airport of call before departure from the said territory, exemption; and
- b.* in the case of fuel and lubricants not included under *a.* and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable than that accorded to similar supplies introduced into the said territory, or

taken on board aircraft in that territory, and intended for use by or in the aircraft of the national airline of the first Contracting Party, or of the most-favoured foreign airline, engaged in international air services.

This treatment shall be in addition to and without prejudice to that which each Contracting Party is under obligation to accord under Article 24 of the Convention.

#### *Article 5*

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision of capacity adequate to the traffic requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the Contracting Party which has designated the airline. Provision for carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :

- a.* to the requirements of traffic destined for or coming from the territory of the Contracting Party which has designated the airline;
- b.* to the requirements of through airline operation; and
- c.* to the traffic requirements of the area through which the airline passes, local and regional services being taken into account.

#### *Article 6*

The designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions :

- a.* that it is justified by reason of economy of operation;
- b.* that the aircraft used on the sectors more distant from the point of origin in the territories of the respective Contracting Parties are smaller in capacity than those used on the nearer sectors;

- c. that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- d. that there is an adequate volume of through traffic; and
- e. that the provisions of Article 5 of the present Agreement shall govern all arrangements made with regard to change of gauge.

#### *Article 7*

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

3. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

4. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 2 of this Article or on the determination of any tariff under paragraph 3 the dispute shall be settled in accordance with the provisions of Article 12 of the present Agreement.

5. No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph 3 of Article 12 of the present Agreement.

6. When tariffs have been established in accordance with the provisions of this Article these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

*Article 8*

Each Contracting Party grants to the designated airline of the other Contracting Party—

- a. the right to transfer to their head offices, in the case of Switzerland in Swiss Francs and/or sterling, and in the case of Ghana in sterling and/or Ghanaian currency, at the official rates of exchange, all surplus earnings, whatever the currency in which they were earned, and
- b. so far as the currency regulations of the first Contracting Party in force at the time will allow, the right to transfer surplus earnings to their head offices in the currency in which they were earned.

*Article 9*

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article 10*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include if available all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

*Article 11*

There shall be consultation from time to time between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

*Article 12*

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.
2. If the Contracting Parties fail to reach a settlement by negotiation,

- a. they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or
- b. if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the Council of the said Organization.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. If and so long as either Contracting Party of the designated airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party or to the designated airline in default.

### *Article 13*

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party; such consultation which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to routes may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

### *Article 14*

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In



the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

*Article 15*

The present Agreement and any Exchange of Notes in accordance with Article 13 shall be registered with the International Civil Aviation Organization.

*Article 16*

The present Agreement shall be ratified. It shall be provisionally applicable from the date of signature and shall enter into force on the day on which its ratification is mutually notified by an exchange of diplomatic notes.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Berne this Seventeenth day of May One Thousand Nine Hundred and Sixty-one and in the English and French languages, both texts being equally authentic.

For the Swiss Confederation :

Max PETITPIERRE

For the Republic of Ghana :

Krobo EDUSEI

## SCHEDULE I

## ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OF SWITZERLAND

<i>Column 1</i> Points of departure	<i>Column 2</i> Intermediate points (any one or more of the following, if desired)	<i>Column 3</i> Points in Ghana Territory (any one or more of the following, if desired)	<i>Column 4</i> Points beyond (any one or more of the following, if desired)
1. Switzerland	Barcelona Madrid Lisbon Tangier Algiers Tunis Casablanca Rabat Las Palmas Dakar Bathurst Conakry Bamako Freetown Monrovia Abidjan	One point in Ghana	Lagos Douala Stanleyville Leopoldville Brazzaville Luanda Elisabethville Salisbury Livingstone Johannesburg Points in South America
2. Switzerland	Marseilles Nice Milan Rome Algiers Tunis Tripoli Benghazi Fort Lamy Niamey Kano Lagos Lome Cotonou	One point in Ghana	Abidjan Monrovia Leopoldville Brazzaville Luanda Elisabethville Salisbury Livingstone Johannesburg Points in South America

The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.

## SCHEDULE II

## ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OF GHANA

<i>Column 1</i> Points of departure	<i>Column 2</i> Intermediate points (any one or more of the following, if desired)	<i>Column 3</i> Points in Swiss Territory (any one or more of the following, if desired)	<i>Column 4</i> Points beyond (any one or more of the following, if desired)
1. Ghana	Abidjan Monrovia Freetown Bamako Conakry Bathurst Dakar Las Palmas Rabat Casablanca Tunis Algiers Tangier Lisbon Madrid Barcelona	One point in Switzerland	Stuttgart Frankfurt Dusseldorf Hamburg Copenhagen Stockholm Helsinki Berlin Prague Warsaw Moscow Amsterdam Paris London Vienna Budapest Bucharest U.S.A. Canada (Polar Route)
2. Ghana	Cotonou Lome Lagos Kano Niamey Fort Lamy Benghazi Tripoli Tunis Algiers Rome Milan Nice Marseilles	One point in Switzerland	Stuttgart Frankfurt Dusseldorf Hamburg Copenhagen Stockholm Helsinki Berlin Prague Warsaw Moscow Amsterdam Paris London Vienna Budapest Bucharest U.S.A. Canada (Polar Route)

The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.