

No. 8158

**SWITZERLAND
and
FEDERAL REPUBLIC OF GERMANY**

**Air Transport Agreement (with exchange of notes). Signed
at Berne, on 2 May 1956**

Official text: German.

**Certified Statement relating to the modification of the route
schedules annexed to the above-mentioned Agreement**

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

**SUISSE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif aux services aériens (avec échange de notes).
Signé à Berne, le 2 mai 1956**

Texte officiel allemand.

**Déclaration certifiée concernant la modification des tableaux
de services annexés à l'Accord susmentionné**

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

[TRANSLATION¹ — TRADUCTION²]

No. 8158. AIR TRANSPORT AGREEMENT³ BETWEEN THE SWISS CONFEDERATION AND THE FEDERAL REPUBLIC OF GERMANY. SIGNED AT BERNE, ON 2 MAY 1956

The Swiss Confederation and the Federal Republic of Germany,
Desiring to conclude an agreement regulating air services between and beyond their respective territories,
Have agreed as follows :

Article 1

1. For the purposes of the present Agreement, except as otherwise prescribed :

- (a) The term “aeronautical authority” means, in the case of Switzerland, the Federal Department of Posts and Railways (Air Office) and, in the case of the Federal Republic of Germany, the Federal Ministry of Communications, or any person or body authorized to perform the functions presently exercised by these authorities;
- (b) The term “designated airline” means any airline which one of the Contracting Parties shall have notified in writing to the aeronautical authority of the other Contracting Party as being the airline it wishes to designate under Article 3 of the present Agreement, to operate the air services established according to Article 2, paragraph 2, of the Agreement.

2. The expressions “territory”, “scheduled services”, “international air services”, “stops for non-traffic purposes” shall, for the purposes of the present Agreement have the meanings assigned to them in Articles 2 and 96 of the Convention on International Civil Aviation signed on 7 December 1944.⁴

Article 2

1. The designated airlines of each Contracting Party shall enjoy, while operating the agreed international air services, the following rights :

- (a) to fly across the territory of the other Contracting Party;
- (b) to make stops therein for non-traffic purposes;

¹ Translation by the International Civil Aviation Organization.

² Traduction de l'Organisation de l'aviation civile internationale.

³ Came into force on 2 June 1957, thirty days after the exchange of the instruments of ratification which took place at Bonn, on 3 May 1957, in accordance with article 20.

⁴ See footnote 2, p. 68 of this volume.

(c) to enter and leave that territory for the purpose of putting down and taking on international traffic in passengers, mail and cargo at the points on that territory which are included in the schedule referred to in paragraph 2 of this Article.

2. The services which the designated airlines of the two Contracting Parties are authorized to operate shall be established in a schedule to be agreed upon in an exchange of notes.

Article 3

1. Operation of the international air services on the routes established according to Article 2, paragraph 2, may commence at any time

- (a) after the Contracting Party to which the rights are granted has designated in writing the airline which will operate each service;
- (b) after the Contracting Party granting the rights has authorized the designated airline to open an international air service on the routes established according to Article 2, paragraph 2.

2. Subject to the provisions of paragraphs 3 and 4 of this Article and the arrangement provided for in Article 11, the Contracting Party shall grant the operating permit for international air services without delay.

3. Each Contracting Party may require an airline designated by the other Contracting Party to provide proof of qualification in accordance with the laws and regulations normally applied by the aeronautical authorities issuing the operating permit.

4. Each Contracting Party reserves the right to refuse an airline designated by the other Contracting Party the rights granted according to Article 2 if evidence cannot be provided, on request, that substantial ownership and effective control of the airline are vested in nationals or corporations of the other Contracting Party, or in that Contracting Party itself.

Article 4

1. Each Contracting Party may revoke or restrict the operating permission granted in application of Article 3, paragraph 2, should the designated airline fail to comply with the laws and regulations of the Contracting Party granting the rights, and if it should fail to observe the provisions of this Agreement or to fulfill the obligations resulting from it. The same shall apply if the evidence mentioned in Article 3, paragraph 4, is not provided. The Contracting Party shall only make use of this right after consultation as indicated in Article 15,

unless immediate cessation or restriction of operations is necessary to prevent further violations of the laws and regulations.

2. Each Contracting Party shall have the right, by notifying the other Contracting Party in writing, to revoke the designation of an airline and replace it by another airline. The new designated airline shall enjoy the same rights and be subject to the same obligations as the airline which it replaces.

Article 5

1. The laws and regulations of each of the Contracting Parties governing the entry into and exit from its territory of aircraft in international air services or their use over its territory shall be applicable to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of each of the Contracting Parties concerning the admission to or departure from its territory of passengers, crews, mail and cargo, such as the regulations concerning admission, clearance, immigration, passports, customs and quarantine shall apply to the passengers, crews, mail and cargo carried by the aircraft of the other Contracting Party during their stay in its territory.

Article 6

The charges imposed in the territory of each Contracting Party for the use of airports and other facilities by the airline of the other Contracting Party shall not be higher than those paid by national aircraft.

Article 7

Each of the Contracting Parties shall grant the following exemptions to aircraft which an airline designated by the other Contracting Party uses exclusively on international air services :

- (a) Aircraft used by the designated airlines of one of the Contracting Parties, including articles of equipment and spare parts carried on board, shall, on entry into or departure from the territory of the other Contracting Party and while flying across that territory, be exempt from customs duties and other taxes imposed on entry, departure or in transit.
- (b) Spare parts and articles of equipment :
 - aa) which are removed under customs supervision on the territory of the other Contracting Party from the aircraft mentioned under a) or otherwise removed for storage on that territory;

bb) which have been introduced into the territory of the other Contracting Party under customs supervision for servicing these aircraft and stored on that territory;

shall be exempt from the charges mentioned under *a)* if they are installed in or otherwise taken on board the aircraft under customs control, or re-exported from the territory of that Contracting Party otherwise than on board the aircraft. The same exemption is granted for spare parts and articles of equipment taken from the stores of other foreign airlines and installed in or otherwise taken on board the aircraft in question.

- (*c*) Fuels and lubricating oils taken on board the aircraft mentioned under *a)* in the territory of the other Contracting Party may be used on board such aircraft free of customs duties and other charges imposed on goods entering, leaving or in transit, even if flights are subsequently made between points on the territory of that Contracting Party. This exemption shall also apply to fuels imported under customs supervision for use in such aircraft in the territory of the other Contracting Party or stored there. All other fuels taken on board these aircraft under customs supervision on the territory of the other Contracting Party for use on international air services shall not be subject to these charges and duties nor any other special consumption taxes which might be imposed on such fuels in the territory of that Contracting Party.
- (*d*) Foodstuffs, beverages and tobacco loaded on board the aircraft mentioned under *a)* for immediate consumption by the passengers and crew may be taken on board on the territory of the other Contracting Party free of customs and other duties imposed on goods entering, leaving or in transit, provided the aircraft remain continuously under customs control during the intermediate stops.

Article 8

1. Certificates of airworthiness, certificates of competency and licences of air crews issued or recognized by one of the Contracting Parties, shall be recognized by the other Contracting Party so long as they are valid.

2. Each Contracting Party reserves the right not to recognize certificates of competency and licences issued by the other Contracting Party or by a third State, for flights above its own territory.

Article 9

1. The designated airlines of each Contracting Party shall enjoy fair and equal possibilities for the operation of each of the services determined according to Article 2, paragraph 2.

2. In operating the international services on the routes determined according to Article 2, paragraph 2, the airlines of each Contracting Party shall take into account the interests of the airline designated by the other Contracting Party so as not to affect unduly the services of these airlines operated on the whole or part of the same routes.

3. International air traffic on the routes determined according to Article 2, paragraph 2, shall have as its essential aim the provision of transport capacity corresponding to the foreseeable traffic requirements with departure or destination in the territory of the Contracting Party which has designated the airline. The right of that airline to perform air transport between the points determined according to Article 2, paragraph 2, and situated in the territory of the other Contracting Party or in third countries, shall be exercised in the interests of the orderly development of international air traffic and in such a way that the capacity is related to :

- (a) the traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) the traffic requirement in the area through which the airline passes, after taking account of local and regional services;
- (c) the requirements for economic operation of transit services.

Article 10

1. The designated airlines shall inform the aeronautical authorities of the Contracting Parties, at the latest thirty days before the commencement of operation of the services established according to Article 2, paragraph 2, of the types of aircraft to be used, and the time-tables. The same rule shall apply to any subsequent changes.

2. The aeronautical authorities of each of the Contracting Parties shall furnish on request to the aeronautical authorities of the other Contracting Party all statistical data that may reasonably be required for verifying the transport capacity offered by the services determined according to Article 2, paragraph 2. This statistical information shall contain all the data necessary for determination of the volume of traffic of the designated airlines on the routes fixed according to Article 2, paragraph 2, and the origin and destination of such traffic.

Article 11

1. Rates for passengers and cargo shall, on the services determined according to Article 2, paragraph 2, be fixed with due regard to all the relevant factors such as costs of operation, reasonable profits, the characteristics of each service and the rates applied by other airlines serving part or whole of the same routes. In fixing these rates the procedure followed will be according to the provisions of the following paragraphs.

2. As far as possible, the rates shall be fixed for each service by agreement between the designated airlines concerned. These airlines shall take into account the recommendations of the International Air Transport Association (IATA) or will reach agreement directly between themselves after consultation with airlines of third States serving the whole or part of the same routes.

3. The rates fixed in this manner shall be submitted to the aeronautical authorities of each Contracting Party for approval at least 30 days before the date planned for their entry into force. This period may be reduced in certain cases subject to the consent of the aeronautical authorities.

4. If the designated airlines fail to reach agreement according to paragraph 2, or if one Contracting Party states that it cannot approve the rates submitted to it in accordance with paragraph 3, the aeronautical authorities shall fix by agreement between themselves the rates applicable to the routes or parts of the routes on which agreement has not been reached.

5. If no agreement can be reached between the aeronautical authorities according to paragraph 4, Article 16 shall apply. Until such time as a decision has been given by a court of arbitration, the Contracting Party which has refused to grant its approval shall have the right to require the other Contracting Party to maintain the rates previously in force.

Article 12

If one of the Contracting Parties should become a party to a general multilateral agreement on air transport, the provisions of the multilateral agreement shall prevail over those of the present Agreement. The negotiations for determination of the extent to which a multilateral agreement terminates, modifies or completes the present Agreement shall be held in accordance with Article 15 of this Agreement.

Article 13

Any airline designated by a Contracting Party may maintain and employ its own personnel at the airports and in the cities of the other Contracting Party if it intends to maintain its own agents there. When a designated airline has

no organization of its own at the airports of the other Contracting Party, the work for which such an organization would have been responsible shall be entrusted, as far as possible, to the staff of the airports or of the designated airline of the other Contracting Party.

Article 14

The aeronautical authorities of the Contracting Parties shall enter into consultation at regular intervals in order to ensure close collaboration in all matters concerning the interpretation and implementation of the present Agreement.

Article 15

1. Consultations on the interpretation and implementation or amendment of this Agreement, or on the Schedule of Services may be requested at any time by either of the Contracting Parties. Such consultation shall commence within 60 days of receipt of the request.

2. Amendments to the Agreement shall, after acceptance, enter into force according to the procedure described in Article 20.

3. Amendments to the Schedule of Services shall enter into force by an exchange of notes similar to that for which provision is made in Article 2, paragraph 2, following agreement between the aeronautical authorities.

Article 16

1. Any disputes regarding the interpretation or application of this Agreement which cannot be settled between the aeronautical authorities or the governments of the Contracting Parties according to Articles 14 and 15 shall, at the request of one of the Contracting Parties, be submitted to a court of arbitration.

2. The court of arbitration shall be constituted according to the requirements of each particular case. Each Contracting Party shall designate one member: these members shall then agree to designate a Chairman who shall be a national of a third State. If the members are not appointed within 60 days of notification by a Contracting Party of its intention to appeal to a court of arbitration, or if the members cannot agree during a further period of 30 days on the appointment of a Chairman, the President of the International Civil Aviation Organization shall be requested to make the necessary appointments. His decision shall be binding for the Contracting Parties.

3. If the court of arbitration fails to reach a settlement by common agreement, it shall decide by majority vote. Unless otherwise agreed between the Contracting Parties, the Tribunal shall select its own site and establish its own rules of procedure.

4. Each Contracting Party shall be responsible for the expenses of the arbitrator it has appointed and half the remaining expenses.

5. The Contracting Parties undertake to comply with any provisional measures ordered during the course of the proceedings and with the arbitration award which shall in all cases be considered final.

Article 17

Each Contracting Party may give notice of its desire to terminate this Agreement at any time. The Agreement shall terminate one year after receipt of the notice by the other Contracting Party, unless, by agreement between the Contracting Parties, the notice has been withdrawn before expiry of this period.

Article 18

This Agreement, all amendments to it and all exchanges of notes according to Article 2, paragraph 2, or Article 15, paragraph 3, shall be registered with the International Civil Aviation Organization.

Article 19

The provisions of this Agreement shall replace between the Contracting Parties :

- (a) The Provisional Air Transport Agreement of 14 September 1920¹ between Switzerland and Germany;
- (b) the Arrangement concluded by exchange of notes on 23 and 27 July 1937 on the provision of fuel for aircraft free of customs duties.

Article 20

This Agreement shall be ratified. The instruments of ratification shall be exchanged at Bonn as soon as possible. The Agreement shall enter into force 30 days after the exchange of the instruments of ratification.

IN WITNESS WHEREOF the plenipotentiaries, being duly authorized, have signed this Agreement.

DONE at Berne on 2 May 1956 in two original copies, in the German language.

For the Swiss Confederation : For the Federal Republic of Germany :

Max PETITPIERRE

Friedrich HOLZAPFEL

¹ League of Nations, *Treaty Series*, Vol. II, p. 331.

EXCHANGE OF NOTES

I

GERMAN NOTE

LEGATION OF THE FEDERAL REPUBLIC OF GERMANY

Berne, 2 May 1956

Sir,

I have the honour to refer to article 2, paragraph 2, of the Air Transport Agreement between the Federal Republic of Germany and the Swiss Confederation, signed on 2 May 1956. In the course of the negotiations relating to the aforementioned Agreement, it was agreed that air services may be operated on the routes specified in the following route schedule.

ROUTE SCHEDULE

PART I

Routes to be operated by the designated airline of the Federal Republic of Germany

<i>Points of departure</i>	<i>Points in the territory of the Swiss Confederation</i>	<i>Points beyond</i>
1. Points in the Federal Republic of Germany	Points in Switzerland Not more than two points per route	
2. Points in the Federal Republic of Germany	Points in Switzerland	Points in Italy
3. Points in the Federal Republic of Germany	Points in Switzerland Only one point per route	Intermediate points outside Europe—points in South America or Intermediate points in Italy, North Africa— points beyond in Africa

PART II

Routes to be operated by the designated airline of the Swiss Confederation

<i>Points of departure</i>	<i>Points in the territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
1. Points in Switzerland	Points in the Federal Republic of Germany Not more than two points per route	—
2. Points in Switzerland	Hannover and/or Düsseldorf	Points in Scandinavia and/or Finland
3. Points in Switzerland	Cologne/Bonn Until the 1957 summer time-table comes into effect, optionally Frankfurt a.M. or Cologne/Bonn	Intermediate points in Great Britain, Ireland—points in the United States of America and/or Canada

I should be grateful if you would inform me whether the Swiss Federal Council approves the agreed route schedule.

Accept, Sir, the assurances of my highest consideration.

Friedrich HOLZAPFEL

Dr. Max Petitpierre
Federal Councillor
Chief, Federal Political Department
Berne

II

SWISS REPLY

CHIEF OF THE FEDERAL POLITICAL DEPARTMENT

Berne, 2 May 1956

Sir,

I have the honour to acknowledge receipt of your note of 2 May 1956, reading as follows :

[*See note I*]

I have the honour to inform you that the Swiss Federal Council has given its approval to the agreed route schedule.

Accept, Sir, the assurances of my highest consideration.

Max PETITPIERRE

Dr. Friedrich Holzapfel
Minister of the Federal Republic of Germany
Berne

MODIFICATION¹ OF THE
ROUTE SCHEDULES AN-
NEXED TO THE AIR TRANS-
PORT AGREEMENT OF 2 MAY
1956 BETWEEN THE SWISS
CONFEDERATION AND THE
FEDERAL REPUBLIC OF GER-
MANY

By an agreement concluded by an exchange of notes dated at Bonn on 20 September 1961, the route schedules annexed to the above-mentioned Air Transport Agreement were modified to read as follows :

MODIFICATION¹ DES TA-
BLEAUX DE SERVICES AN-
NEXÉS À L'ACCORD RELATIF
AUX SERVICES AÉRIENS
CONCLU LE 2 MAI 1956
ENTRE LA CONFÉDÉRATION
SUISSE ET LA RÉPUBLIQUE
FÉDÉRALE D'ALLEMAGNE

Par un accord conclu par échange de notes en date, à Bonn, du 20 septembre 1961, les tableaux de services annexés à l'Accord susmentionné relatif aux services aériens ont été modifiés comme suit :

[GERMAN TEXT — TEXTE ALLEMAND]

LINIENPLAN

TEIL I

*Linien, die von dem bezeichneten Unternehmen der Bundesrepublik
Deutschland betrieben werden*

<i>Abgangspunkte</i>	<i>Punkte im Gebiet der Schwei- zerischen Eidgenossenschaft</i>	<i>Punkte darüber hinaus</i>
1. Punkte in der Bundesre- publik Deutschland.	Ein Punkt in der Schweiz	
2. Punkte in der Bundesre- publik Deutschland.	Ein Punkt in der Schweiz	Punkte in Italien
3. Punkte in der Bundesre- publik Deutschland.	Ein Punkt in der Schweiz	Zwischenlandepunkte ausserhalb Europas — Punkte in Südamerika oder Zwischenlandepunkte in Italien, Nordafrika — darüber hinaus Punkte in Afrika

¹ The modifying Agreement came into force on 20 September 1961 by the exchange of the said notes.

¹ L'Accord de modification est entré en vigueur le 20 septembre 1961 par l'échange desdites notes.

[TRANSLATION¹ — TRADUCTION²]

ROUTE SCHEDULE

PART I

Routes to be operated by the airline designated by the Federal Republic of Germany

<i>Points of Origin</i>	<i>Points in the territory of Switzerland</i>	<i>Points beyond</i>
1. Points in the Federal Republic of Germany	One point in Switzerland	
2. Points in the Federal Republic of Germany	One point in Switzerland	Points in Italy
3. Points in the Federal Republic of Germany	One point in Switzerland	Intermediate points outside of Europe—points in South America or intermediate points in Italy, North Africa—points beyond in Africa

PART II

Routes to be operated by an airline designated by Switzerland

<i>Points of Origin</i>	<i>Points in the territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
1. Points in Switzerland	One point in the Federal Republic of Germany	
2. a. Points in Switzerland	Hannover or Düsseldorf	Points in Scandinavia and/or Finland
b. Points in Switzerland	Köln/Bonn	Rotterdam
3. Points in Switzerland	Köln/Bonn	Intermediate points in Ireland—points in the United States of North America and/or points in Canada

¹ Translation by the International Civil Aviation Organization.² Traduction de l'Organisation de l'Aviation civile internationale.