

No. 8160

**SWITZERLAND
and
LIBERIA**

**Agreement for the establishment and operation of air services
between and beyond their respective territories (with
annex). Signed at Monrovia, on 31 August 1961**

Official texts: French and English.

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

**SUISSE
et
LIBÉRIA**

**Accord relatif à l'établissement et à l'exploitation de services
aériens entre leurs territoires respectifs et au-delà (avec
annexe). Signé à Monrovia, le 31 août 1961**

Textes officiels français et anglais.

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

No. 8160. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LIBERIA AND THE SWISS CONFEDERATION FOR THE ESTABLISHMENT AND OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT MONROVIA, ON 31 AUGUST 1961

The Government of the Republic of Liberia and the Swiss Federal Council, considering that Liberia and Switzerland (hereinafter referred to as the Contracting Parties) are Parties to the Convention on International Civil Aviation² (hereinafter referred to as the Convention) and to the International Air Services Transit Agreement,³ both signed at Chicago on the seventh day of December 1944, the terms of which Convention and Agreement are binding on both Parties, desiring to foster as much as possible the international cooperation in the field of air transport and desiring to enter into an Agreement for the operation of air transport services between and beyond their respective territories, have appointed representatives who, duly authorized to that effect, have agreed as follows :

Article I

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

- (a) The term "aeronautical authorities" means, in the case of the Republic of Liberia, the Postmaster General and any person or body authorized to perform any function exercised by the said Postmaster General or similar functions and, in the case of the Swiss Confederation, the Federal Air Office and any person or body authorized to perform any function exercised by the said Federal Air Office or similar functions.
- (b) The term "air service" and "airline" have the meanings specified in the Convention.
- (c) The term "designated airlines" means an airline or airlines which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with Article III of this Agreement.

¹ Applied provisionally with effect from 31 August 1961, the date of signature, and came into force on 25 July 1963, the date on which its ratification was mutually notified by an exchange of diplomatic notes, in accordance with article XVII.

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

³ United Nations, *Treaty Series*, Vol. 84, p. 389; for subsequent actions relating to this Agreement, see references in Cumulative Indexes Nos. 2 to 6.

Article II

For the operation of the international scheduled air services specified in the Annex¹ to the present Agreement, each Contracting Party, subject to the provisions of the present Agreement, grants to the designated airline(s) of the other Contracting Party the following privileges :

- (a) to fly without landing across its territory;
- (b) to make stops in the said territory for non-traffic purposes;
- (c) to take up and set down in the said territory at the points specified in the Annex international traffic in passengers, mail and cargo.

Article III

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement air services on the routes specified in the appropriate section of the schedule in the Annex to the present Agreement (hereinafter respectively referred to as the agreed services and the agreed routes). On receipt of the designation of an airline, the other Contracting Party shall, subject to the provisions of paragraph 2 of this article and of Article IX of the present Agreement without delay, grant to that airline the appropriate operating authorization.

2. Before being authorized to inaugurate the agreed air services referred to in paragraph 1 of this Article, the airline may, however, be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operation of international air services.

3. At any time after the provisions of paragraph 1 of this Article have been complied with an airline so designated and authorized may begin to operate the agreed services.

4. Certificates of airworthiness, certificates of competency, qualifications and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services specified in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the flight over its own territory, certificates of competency, qualifications and licenses granted to its own nationals by the other state.

Article IV

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation,

¹ See p. 231 of this volume.

or flights of such aircraft within its territory shall apply to the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, or departure from its territory of passengers, crew, mail or cargo, such as those relating to formalities, immigration, passports, customs and quarantine, shall apply to passengers, crew, mail or cargo, carried by the aircraft of the designated airline(s) of the other Contracting Party while they are within the said territory.

3. Passengers in transit across the territory of one Contracting Party shall be subject to a simplified control, so as to be exempt from the obligation of presenting a Transit Visa or of undergoing a health control. Luggage and cargo in direct transit shall be exempt from customs duties and other charges.

4. Each Contracting Party consents not to give a preference to its own airlines over the airline(s) of the other Contracting Party in the application of its regulations concerning customs, visas, immigration, quarantine, exchange control or other regulations affecting air transportation.

Article V

1. The capacity offered by the designated airlines shall be adapted to traffic requirements.

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

3. On routes operated in common the designated airlines shall take into consideration their mutual interests so as not to affect unduly their services.

4. The agreed services shall have as their primary object the provision of capacity corresponding to the traffic requirements between the country of which the airline is a national and the countries of destination.

5. The right to take up and set down, at the points specified in the schedules following in the Annex and situated in the territory of the other Contracting Party, traffic destined for or coming from third countries shall be exercised in conformity with the general principles of orderly development to which both Contracting Parties subscribe and subject to the condition that capacity shall be related :

- (a) to traffic requirements between the country of origin of the designated airline(s) and the countries of destination;
- (b) to the requirements of economy of operation of the agreed services; and

- (c) to traffic requirements of the areas through which the service passes, local and regional services being taken into account.

Article VI

Each Contracting Party undertakes to ensure the free transfer at the official rate of the other Contracting Party of the net revenues derived on its territory from the transportation of passengers, luggage, mail and cargo by the designated airline(s) of the other Contracting Party. As far as the traffic of payments between the Contracting Parties will be regulated by a special agreement, this special agreement will be applicable.

Article VII

The tariff on any agreed service 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, operating over the same route or routes segment. The procedure shall be as follows :

- (a) The tariffs shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the same route or route segment. Such agreement shall, where possible, be reached through the International Air Transport Association. The tariffs so agreed shall be subject to approval by the aeronautical authorities of the Contracting Parties. In case the aeronautical authorities of one Contracting Party are dissatisfied with these tariffs, they shall so notify in writing the aeronautical authorities of the other Contracting Party within fifteen days following the date of the communication of these tariffs or within such other period as may be agreed.
- (b) If the designated airlines fail to agree or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to secure agreement on the tariffs to be established.
- (c) In the last resort the dispute shall be settled by arbitration as provided in Article XII of this Agreement.
- (d) The previously established tariffs shall remain in effect until tariffs have been fixed in accordance with this Article or Article XII.

Article VIII

1. Fuel and spare parts introduced into or taken on board in the territory of one Contracting Party by the designated airline(s) of the other Contracting Party and intended solely for the aircraft of that airline shall be exempt from customs duties.

2. Aircraft of the designated airline(s) of one Contracting Party operating on the agreed services and fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from Customs duties and other duties and charges, even if such supplies are designed to be used on flights over said territory.

Article IX

Each Contracting Party reserves the right, after consultation with the other Contracting Party, to refuse to accept the designation of an airline, to withhold, revoke, or impose appropriate conditions as it may deem necessary with respect to an operating permission when it is not satisfied that substantial ownership and effective control of that airline are vested in that other Contracting Party or nationals thereof, or in case of failure by the designated airline(s) to comply with the laws and regulations of the former Contracting Party, or failure to fulfil the obligations under the present Agreement.

Article X

1. Each Contracting Party undertakes to offer assistance in its territory to a distressed aircraft of the other Contracting Party, used for the exploitation of specified air services. Said assistance shall be in the same manner as if it were concerning its own aircraft operating similar international services.

2. In case an accident occurs to such an aircraft causing death or injury to person(s) or serious damage to aircraft, the Contracting Party in whose territory the accident occurred shall investigate into the circumstances of the accident. The Contracting Party to whom the aircraft is related shall be authorized to send observers who may assist in the investigations. A report of the findings is to be communicated to the other Contracting Party by the Party conducting the investigation.

Article XI

The aeronautical authorities of the Contracting Parties shall supply each other on request with such periodic or other statements of statistics as may be necessary to determine the amount of traffic carried on the agreed services and the origins and destinations of such traffic.

Article XII

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and/or its Annex the Con-
trac-

ting 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, they hereby agree to refer the dispute for decision to an arbitral tribunal set up by agreement between them or, to any tribunal competent to decide it, established within the International Civil Aviation Organization, or, to the International Court of Justice.

3. The Contracting Parties undertake to comply with any interim recommendation made under paragraph 2, and any decision given under the provisions of this Article.

4. The Arbitral tribunal will decide the distribution of the costs arising from the procedure and each Contracting Party agrees to pay its share of the costs assigned by said tribunal.

Article XIII

1. The aeronautical authorities of the Contracting Parties shall, in a spirit of close collaboration, consult together from time to time in order to ensure the application of the principles established in this Agreement and the satisfactory realization of its aims.

2. Modification and/or amendments of any provisions of the present Agreement shall be made by the Contracting Parties.

3. Modification and/or amendments of any provisions of the Annex to this Agreement may be agreed upon between Aeronautical Authorities of the Contracting Parties.

4. Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated airline(s) in the territory of the other Contracting Party shall not be considered as modifications of this Agreement. Changes as those mentioned above can be made unilaterally provided, however, notice of said changes is given without delay to the Aeronautical Authorities of the other Contracting Party.

5. In the event of the conclusion of a multilateral Convention or Agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provision of such Convention or Agreement.

Article XIV

The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the Annex, except where otherwise expressly provided.

Article XV

The present Agreement and all later arrangements shall be registered with the International Civil Aviation Organization.

Article XVI

Either Contracting Party may at any time give written notice to the other Contracting Party of its desire to terminate this Agreement; such contents shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate one year 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 acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article XVII

The present Agreement shall be provisionally applicable from the date of its signature and shall come 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 authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE this thirty-first day of August nineteen hundred and sixty-one in two originals in the English and French languages, both texts being equally authentic.

For the Government of Liberia :

McKinley A. DESHIELD
Postmaster-General
of Liberia

For the Swiss Federal Council :

René KELLER
Ambassador Extraordinary and Pleni-
potentiary of the Swiss Con-
federation to Liberia

A N N E X

SCHEDULE I

Routes to be served by the designated airline(s) of Liberia

1. Points in Liberia via intermediate points to a point in Switzerland, in both directions.
2. Points in Liberia via intermediate points to a point in Switzerland and to points beyond, in both directions.

SCHEDULE II

Routes to be served by the designated airline(s) of Switzerland

1. Points in Switzerland–Madrid–Lisbon–or Rome–Algiers or Tunis or Tripoli–Casablanca or Rabat–Cape Juby–Dakar or Ilha do Sal–Conakry–Monrovia, in both directions.
2. Points in Switzerland–Madrid–Lisbon or Rome–Algiers or Tunis or Tripoli–Casablanca or Rabat–Cape Juby–Dakar or Ilha do Sal–Conakry–Monrovia and beyond to points in West and South Africa and/or South America, in both directions.

Points on any of the specified routes may, at the option of the designated airline(s), be omitted on any or all flights.
