

No. 13460

**CYPRUS
and
SWITZERLAND**

**Agreement relating to air services (with annex). Signed at
Nicosia on 12 March 1966**

Modification of the annex to the above-mentioned Agreement

Authentic texts: English and French.

*Agreement and certified statement registered by the International Civil Aviation
Organization on 5 August 1974.*

**CHYPRE
et
SUISSE**

**Accord relatif aux services aériens (avec annexe). Signé à
Nicosie le 12 mars 1966**

Modification de l'annexe à l'Accord susmentionné

Textes authentiques: anglais et français.

*Accord et déclaration certifiée enregistrés par l'Organisation de l'aviation civile
internationale le 5 août 1974.*

AGREEMENT¹ BETWEEN THE REPUBLIC OF CYPRUS AND THE SWISS CONFEDERATION RELATING TO AIR SERVICES

The Republic of Cyprus and the Swiss Confederation, hereinafter called in the present Agreement the Contracting Parties, both being Parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944,² hereinafter referred to in the present agreement as the “Convention” and desiring to make arrangements relating to air services between and beyond their respective territories, particularly with a view to promoting tourism, have agreed on the following:

Article 1. For the purpose of the present Agreement and the annex thereto the following terms have the following meaning, unless otherwise stated in the text:

(a) “Aeronautical Authorities” means in the case of the Republic of Cyprus the Civil Aviation Administration of the Ministry of Communications and Works and in the case of Switzerland the Federal Air Office or in both cases any other agency or person authorized to perform the functions presently exercised by the said Authorities.

(b) “Designated Airline” means the airline that one of the Contracting Parties shall have designated in writing to the other Contracting Party in accordance with article 3 of this Agreement as the airline which is to operate the international air services on the routes specified in article 2 para. 1 of the present Agreement.

(c) “Territory”, “air services”, “international air services” and “stop for non-traffic purposes” shall have, in the application of the present Agreement, the meaning specified in articles 2 and 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 scheduled international air services on the routes specified in the annex to this Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.

(2) The airline designated by each Contracting Party shall enjoy while operating an agreed service on a specified route, the following rights:

- (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;
- (c) To take up and set down in the said territory at the points specified in the annex international traffic in passengers, cargo and mail.

¹ Applied provisionally from 12 March 1966, the date of signature, and came into force definitively on 5 July 1967, the date on which the Contracting Parties notified each other of the fulfilment of the appropriate constitutional requirements, in accordance with article 19.

² United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; and vol. 514, p. 209.

(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 one airline for the purpose of operating the agreed services on the specified routes.

(2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay grant to the designated airline the appropriate operating authorization.

(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 normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 10 of the present Agreement is in force in respect of that service.

Article 4. (1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate on any route specified in accordance with article 2, of the present Agreement.

(2) In the operation of international air services on the routes specified in accordance with article 2 of the present Agreement the designated airline of one Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline provides on the same routes or parts of them.

(3) The international air services on the routes specified in accordance with article 2 of the present Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the Contracting Party designating the airline. The right of either designated airline to carry traffic between points in the territory of the other Contracting Party and points on the territory of third countries on the specified routes in accordance with article 2 of the present Agreement, shall be exercised in the interests of an orderly development of international air transport in such a way that capacity is related to:

(a) The traffic demand to and from the territory of the Contracting Party designating the airline.

- (b) The traffic demand existing in the areas through which the air services pass, taking account of local and regional services.
- (c) The requirements of an economical operation of through services.

Article 5. (1) The designated airline of each Contracting Party shall communicate the schedules for approval to the Aeronautical Authorities of the other Contracting Party not later than 30 days prior to the commencement of the services on the specified routes.

(2) The Aeronautical Authorities of the Contracting Parties shall supply on request, each other, with such periodic or other statistics which are necessary to determine the amount of traffic carried on the agreed services.

Article 6. (1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) 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 such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension and imposition of the conditions mentioned in paragraph (1) of this article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

Article 7. (1) Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies shall remain on board the aircraft up to such time as they are re-exported.

(2) There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged on a specified route of the other Contracting Party;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on a specified route by the designated airline of the other Contracting Party;
- (c) fuel and lubricants destined for supply to aircraft operated on a specified route by the designated airline of the other Contracting Party, even when these supplies

are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

Article 8. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

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. (1) The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(3) The tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this article, or if during the first 15 days of the 30 days' period referred to in paragraph (3) of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff 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.

(5) If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of article 16 of the present Agreement.

(6) Subject to the provisions of paragraph (3) of this article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 11. Either Contracting Party undertakes to grant the other Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and cargo by the designated airline of the other Party. Wherever the payments system between the Contracting Parties is governed by a special agreement, this agreement shall apply.

Article 12. In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfy compliance with, the provisions of the present Agreement and the annex thereto.

Article 13. (1) If either of the Contracting Parties considers it desirable to modify any provisions 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 the annex of this Agreement may be agreed between the Aeronautical Authorities of the Contracting Parties.

Article 14. The present Agreement and the annex to this Agreement will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 15. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) 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 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 16. (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 negotiations.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period

specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

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

(4) The arbitral tribunal shall decide on the distribution of the costs arising from this procedure.

Article 17. The charges imposed by either Contracting Party for the use of airports and air navigation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by its national aircraft operating international services.

Article 18. The present Agreement and any amendment to it shall be communicated to the International Civil Aviation Organization for registration.

Article 19. The present Agreement shall be applied from the date of its signature. It shall enter into force as soon as the two Contracting Parties have notified to each other the fulfilment of the appropriate constitutional requirements.

IN WITNESS WHEREOF, the plenipotentiaries of the two Contracting Parties have signed the present Agreement.

DONE at Nicosia in duplicate, this 12th day of March, 1966 in the English and French languages. In case of discrepancy between the two texts the English text shall apply for the interpretation of the text.

For the Republic of Cyprus:

SPYROS KYPRIANOU

For the Swiss Confederation:

JEAN DE STOUTZ

ANNEX

SCHEDULE I

Routes to be operated by the designated airline of Cyprus

1. Points in Cyprus — Istanbul — Belgrade and/or Zagreb — Vienna — a point in Switzerland, in both directions.
2. Points in Cyprus — Istanbul — Belgrade and/or Zagreb — Vienna — a point in Switzerland and beyond to Frankfurt — Paris — Brussels — London — points in the Scandinavian countries, in both directions.

Any point on the specified routes, may, at the option of the designated airline, be omitted on any or all flights.

SCHEDULE II

Routes to be operated by the designated airline of Switzerland

1. Points in Switzerland — a point in Austria — a point in Yugoslavia — Istanbul — Nicosia, in both directions.
2. Points in Switzerland — a point in Austria — a point in Yugoslavia — Istanbul — Nicosia and beyond to Damascus — a point in Iraq — Kuwait — a point in Iran — Bahrein or Doha — a point in Saudi Arabia — Aden, in both directions.

Any point on the specified routes may, at the option of the designated airline, be omitted on any or all flights.

MODIFICATION OF THE ANNEX TO THE AGREEMENT OF 12 MARCH 1966¹ BETWEEN THE REPUBLIC OF CYPRUS AND THE SWISS CONFEDERATION RELATING TO AIR SERVICES

By an agreement in the form of an exchange of notes dated at Nicosia on 16 November 1972 and 18 January 1973, which came into force on 18 January 1973 by the exchange of the said notes, the annex to the above-mentioned Agreement of 12 March 1966 was modified as follows:

ANNEX

SCHEDULE I

Routes to be operated by the designated airline of Cyprus

1. Points in Cyprus — Istanbul — Belgrade and/or Zagreb — Vienna — a point in Switzerland, in both directions.
2. Points in Cyprus — Istanbul — Belgrade and/or Zagreb — Vienna — a point in Switzerland and beyond to Frankfurt — Paris — Brussels — London — points in the Scandinavian countries — New York, in both directions.

Any point on the specified routes, may, at the option of the designated airline be omitted on any or all flights.

SCHEDULE II

Routes to be operated by the designated airline of Switzerland

1. Points in Switzerland — a point in Austria — a point in Yugoslavia — Istanbul — Nicosia, in both directions.
2. Points in Switzerland — a point in Austria — a point in Yugoslavia — Istanbul — Nicosia and beyond to Damascus — a point in Iraq — Kuwait — a point in Iran — Bahrein or Doha — a point in Saudi Arabia — Aden — Karachi — Bombay or Delhi — Colombo or Bangkok in direction of :
 - (a) Singapore — Djakarta — one point in Australia, in both directions;
 - (b) Manila or Hongkong — Shanghai — Peking — Tokyo, in both directions.

Any point on the specified routes may, at the option of the designated airline, be omitted on any or all flights.

¹ See p. 182 of this volume.