

No. 14420

**SWITZERLAND
and
BURUNDI**

Agreement concerning scheduled air transport services (with annex). Signed at Bern on 10 January 1974

Authentic text: French.

Registered by the International Civil Aviation Organization on 14 November 1975.

**SUISSE
et
BURUNDI**

Accord relatif aux transports aériens réguliers (avec annexe). Signé à Berne le 10 janvier 1974

Texte authentique : français.

Enregistré par l'Organisation de l'aviation civile internationale le 14 novembre 1975.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE
REPUBLIC OF BURUNDI CONCERNING SCHEDULED AIR
TRANSPORT SERVICES

The Swiss Federal Council and the Government of the Republic of Burundi, considering that Switzerland and Burundi are parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,² desiring to develop international co-operation in the field of air transport, and desiring to conclude an agreement for the purpose of establishing scheduled air services between and beyond their respective countries, have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows:

Article 1. For the purpose of this Agreement and its annex:

(a) The term "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

(b) The term "aeronautical authorities" means, in the case of Switzerland, the Federal Air Office, and, in the case of Burundi, the Minister responsible for aviation or, in both cases, any person or agency authorized to perform the functions at present assigned to the said authorities.

(c) The term "designated airline" means an airline which one of the Contracting Parties has designated, in accordance with article 3 of this Agreement, to operate the agreed air services.

Article 2. 1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing air services on the routes specified in the schedules in the annex to this Agreement. Such services and routes are hereinafter called "agreed services" and "specified routes".

2. Subject to the provisions of this Agreement, each Contracting Party's designated airline shall enjoy, while operating international services:

- (a) the right to fly without landing across the territory of the other Contracting Party;
- (b) the right to make stops in the said territory for non-traffic purposes;
- (c) the right to take on and put down in the said territory, at points specified in the annex, international traffic in passengers, cargo and mail.

Article 3. 1. Each Contracting Party shall have the right to designate an airline to operate the agreed services. Such designation shall form the subject of a written notification between the aeronautical authorities of the two Contracting Parties.

¹ Applied provisionally from 10 January 1974, the date of signature, and came into force definitively on 25 May 1975, the date on which the Contracting Parties had notified each other of the completion of their constitutional formalities, 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; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117, and vol. 958, p. 217.

2. The Contracting Party which has received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay grant the airline designated by the other Contracting Party 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 applied by those authorities to the operation of international air services in accordance with the provisions of the Convention.

4. Each Contracting Party shall have the right not to grant the authorization provided for in paragraph 2 of this article, or to impose such conditions as it may deem necessary for the exercise, by the designated airline, of the rights specified in article 2 of this Agreement, when the said Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party which has designated the airline or in its nationals.

5. Upon receipt of the operating authorization provided for in paragraph 2 of this article, the designated airline may begin at any time to operate any agreed service, provided that a tariff established in accordance with the provisions of article 10 of this Agreement is in force in respect of such service.

Article 4. 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 this Agreement by the airline designed by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of such rights if:

- (a) it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals, or
- (b) that airline has failed to comply with the laws and regulations of the Contracting Party which has granted those rights, or
- c) that airline fails to operate the agreed services in the manner prescribed in this Agreement and its annex.

2. Unless the revocation, suspension or imposition of conditions referred to in paragraph 1 of this article is imperative in order to prevent further infringement of the laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5. 1. The designated airlines shall enjoy fair and equal opportunity to operate the agreed services between the territories of the Contracting Parties.

2. The designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the latter airline's agreed services.

3. The capacity provided by the designated airlines shall be related to traffic requirements.

4. The agreed services shall have as their primary object the provision of capacity corresponding to the traffic requirements between the territory of the Contracting Party which designated the airline and the points served on the specified routes.

5. The right of each of the designated airlines to engage in the transport of international traffic between the territory of the other Contracting Party and the territory of 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 to:

- (a) the requirements of traffic to and from the territory of the Contracting Party which designated the airline;
- (b) the traffic requirements of the areas traversed, local and regional services being taken into account;
- (c) the requirements of economic operation of the agreed services.

Article 6. 1. Aircraft employed in international traffic by the designated airline of one Contracting Party, as well as their regular equipment, reserves of fuel and lubricants, and aircraft stores, including food, beverages and tobacco, shall be exempt, on entry into the territory of the other Contracting Party, from all customs duties, inspection charges and other duties and fees, provided that such equipment, reserves and supplies remain on board until they are re-exported.

2. The following shall likewise be exempt from such duties, charges and fees, excluding payments for services performed:

- (a) aircraft stores taken on board in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and intended for consumption on board aircraft employed in international service by the designated airline of the other Contracting Party;
- (b) spare parts and regular airborne equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft employed in international service;
- (c) fuel and lubricants intended to supply aircraft employed in international service by the designated airline of the other Contracting Party, even though such supplies are to be used on that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

3. Regular equipment, and products and stores which are on board aircraft employed by the designated airline of one Contracting Party may not be unloaded in the territory of the other Contracting Party without the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or have been otherwise disposed of in accordance with the customs regulations.

Article 7. Passengers, baggage and cargo in transit through the territory of one Contracting Party and remaining in the airport area reserved for them 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 charges.

Article 8. 1. The laws and regulations of one Contracting Party governing entry to and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over its territory shall apply to the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry to, sojourn in or departure from its territory of passengers, crew, cargo or mail, such as those relating to entry, departure, emigration and immigration, customs and health measures, shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are in its territory.

3. In the application of the laws and regulations mentioned in this article, each Contracting Party undertakes not to give preferential treatment to its own airlines over the designated airline of the other Contracting Party.

4. The designated airline of one Contracting Party shall not be required to pay for the use of airports and other facilities provided by the other Contracting Party charges greater than those to be paid by national aircraft engaged in scheduled international services.

5. The designated airline of one Contracting Party shall have the right to maintain agents on the territory of the other Contracting Party. Such agents may include commercial, operational and technical personnel.

Article 9. 1. Certificates of airworthiness, certificates of competency and licences issued or validated by one of the Contracting Parties shall, during the period in which they are in force, be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight over its territory, certificates and licences issued to or validated for its own nationals by the other Contracting Party or by any other State.

Article 10. 1. The tariffs on all agreed services shall be fixed at reasonable levels, regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service 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 of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route concerned. The designated airlines shall, where possible, reach such agreement through the rate-fixing machinery established by the international agency which puts forward proposals in this respect.

3. The tariffs so established shall be submitted to the aeronautical authorities of the Contracting Parties for approval at least thirty (30) days before the date proposed for their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines are unable to reach agreement 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 fix the tariff by agreement between themselves.

5. Failing agreement, the dispute shall be settled by arbitration as provided in article 15 below.

6. Tariffs already established shall remain in force until new tariffs are fixed in accordance with the provisions of this article or of article 15 of this Agreement, but no longer than twelve (12) months from the date on which the aeronautical authorities of one of the Contracting Parties refused approval.

Article 11. Each Contracting Party undertakes to enable the designated airline of the other Contracting Party to transfer freely, at the official rate, any receipt in excess of expenditure accruing in its territory from the carriage of passengers, baggage, cargo and mail by that designated airline. If payments between the Contracting Parties are governed by a special agreement, this special agreement shall apply.

Article 12. The aeronautical authorities of the Contracting Parties shall transmit to each other, upon request, periodic statements of statistics or other similar information relating to the amount of traffic carried on the agreed services.

Article 13. 1. Each Contracting Party or its aeronautical authorities may at any time request a consultation with the other Contracting Party or with its aeronautical authorities.

2. A consultation requested by one Contracting Party or its aeronautical authorities shall begin within a period of sixty (60) days from the date of receipt of the request.

Article 14. 1. Any modification of this agreement shall enter into force when the two Contracting Parties have informed each other of the completion of their constitutional formalities concerning the conclusion and entry into force of international agreements.

2. Modifications of the annex to this Agreement may be agreed upon directly by the aeronautical authorities of the Contracting Parties. They shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

Article 15. 1. Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement which cannot be settled by direct negotiation or through the diplomatic channel shall, at the request of either Contracting Party, be submitted to an arbitral tribunal composed of three members.

2. To that end, each of the Contracting Parties shall nominate an arbitrator, and the two arbitrators shall nominate a third arbitrator, who is a national of a third State, as Chairman. If, within a period of two months from the date on which one of the Contracting Parties has nominated an arbitrator, the other Contracting Party has failed to nominate its arbitrator, or if, within the month following the nomination of the second arbitrator, the arbitrators so nominated have not reached agreement on a choice of chairman, each Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary nominations.

3. The arbitral tribunal shall determine its own procedure and shall decide the distribution of the costs arising from this procedure.

4. The Contracting Parties undertake to comply with any decision delivered in application of this article.

Article 16. This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 17. This Agreement and its annex shall be brought into harmony with any multilateral convention which may in future bind the two Contracting Parties.

Article 18. 1. Either of the Contracting Parties may at any time notify the other Contracting Party of its decision to denounce this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization.

2. The denunciation shall take effect twelve (12) months after the end of the traffic period unless such denunciation is withdrawn by agreement before the end of this period.

3. Failing acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have reached it fourteen (14) days after the date of its receipt by the International Civil Aviation Organization.

Article 19. This Agreement shall be applied provisionally from the date of its signature; it shall enter into force when the Contracting Parties have notified each other of the completion of their constitutional formalities concerning the conclusion and entry into force of international agreements.

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

DONE at Bern, on 10 January 1974, in duplicate, in the French language, both texts being equally authentic.

For the Swiss Federal Council:

WERNER GULDIMANN

For the Government
of the Republic of Burundi:

J. NTAKABANYURA

A N N E X

SCHEDULE OF ROUTES

Schedule I

Routes on which air services may be operated by the designated airline of Switzerland:

<i>Points of departure:</i>	<i>Intermediate points:</i>	<i>Points in Burundi:</i>	<i>Points beyond Burundi:</i>
Points in Switzerland	Algiers	Bujumbura	Dar es Salaam
	Tunis		Mombasa
	Tripoli		Lusaka
	Benghazi		Lubumbashi
	Cairo		Ndola
	Khartoum		Brazzaville
	Addis Ababa		Blantyre
	Kano		Tananarive
	Niamey		Mauritius
	Lomé		Réunion
	Cotonou		
	Accra		
	Lagos		
	Douala		
	N'Djamena		
	Bangui		
	Libreville		
	Nairobi or Entebbe		
	Kisangani		

Schedule II

Routes on which air services may be operated by the designated airline of the Republic of Burundi:

<i>Points of departure:</i>	<i>Intermediate points:</i>	<i>Points in Switzerland:</i>	<i>Points beyond Switzerland:</i>
Points in Burundi	Lusaka	Basle	Brussels
	Lubumbashi	or	Paris
	Kigali	Geneva	London
	Kisangani	or	Frankfurt
	Entebbe	Zurich	Copenhagen

<i>Points of departure:</i>	<i>Intermediate points:</i>	<i>Points in Switzerland:</i>	<i>Points beyond Switzerland:</i>
	Nairobi		Stockholm
	Dar es Salaam		Oslo
	Kinshasa		Prague
	Brazzaville		Bucharest
	Libreville		Moscow
	Bangui		
	N'Djamena		
	Douala		
	Lagos		
	Accra		
	Cotonou		
	Niamey		
	Addis Ababa		
	Cairo		
	Tripoli		
	Tunis		
	Algiers		
	Athens		
	Rome		

NOTES:

1. Any or all of the points on the specified routes may be omitted on any or all flights at the option of the designated airlines.
 2. The points on the specified routes need not be served in the order in which they are listed.
 3. The designated airline of either Contracting Party shall have the right to terminate any of its services in the territory of the other Contracting Party.
 4. Each designated airline shall have the right to serve points not mentioned, provided that traffic rights are not exercised between such points and the territory of the other Contracting Party.
 5. Each service shall be operated on a reasonably direct route.
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