

No. 15089

**SWITZERLAND
and
CENTRAL AFRICAN REPUBLIC**

Agreement concerning scheduled air transport services (with annex). Signed at Bern on 9 March 1973

Authentic text: French.

Registered by the International Civil Aviation Organization on 8 November 1976.

**SUISSE
et
RÉPUBLIQUE CENTRAFRICAINE**

Accord relatif aux transports aériens réguliers (avec annexe). Signé à Berne le 9 mars 1973

Texte authentique : français.

Enregistré par l'Organisation de l'aviation civile internationale le 8 novembre 1976.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE
CENTRAL AFRICAN REPUBLIC CONCERNING SCHEDULED
AIR TRANSPORT SERVICES

The Swiss Federal Council and the Government of the Central African Republic,

Considering that Switzerland and the Central African Republic 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 their respective countries and to points beyond,

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 the Central African Republic, the Minister for Civil 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 shall grant to the other Contracting Party the rights specified in this Agreement for the purpose of establishing air services on the routes specified in the tables in the annex to this Agreement. Such routes and services are hereinafter referred to as "agreed services" and "specified routes".

2. Subject to the provisions of this Agreement, each Contracting Party's designated airline shall enjoy, while operating international air 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 in international traffic to take on and put down in the said territory, at the points specified in the annex, 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

¹ Applied provisionally from 9 March 1973, the date of signature, and came into force on 20 July 1976, the date on which the Contracting Parties 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.

written notification between the aeronautical authorities of the two Contracting Parties.

2. The Contracting Party which has received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this article, promptly grant the requisite operating authorization to the airline designated by the other Contracting Party.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it can fulfil the conditions prescribed by 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 operating 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 paragraph 2 of this Agreement if 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. Notwithstanding the provisions of this article and of article 4, either Contracting Party may designate a joint airline constituted in accordance with articles 77 and 79 of the Convention, and such airline shall be accepted by the other Contracting Party.

6. 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, to suspend the exercise of the rights specified in article 2 of this Agreement by the airline designated 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 a substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals,
- (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 equal and fair 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 principal objective the provision of capacity commensurate with 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 carry international traffic between the territory of the other Contracting Party and the territories of third countries shall be exercised in accordance with the general principles of normal development affirmed by the two Contracting Parties and in such a manner that the capacity shall be related to:

- (a) the traffic requirements between such territories and to the territory of the Contracting Party which designated the airline;
- (b) the traffic requirements of the regions served, 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 and 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 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 destined to supply aircraft employed in international service by the designated airline of the other Contracting Party, even when 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 airborne equipment, and products and stores which are on board aircraft employed by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with 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 only a very simplified inspection. 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 into and departure from its territory of aircraft engaged in international air navigation of 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 into, 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 airline designated by 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 used in scheduled international services.

5. The designated airline of one Contracting Party shall have the right to maintain agents in 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 for which they are valid, be recognized as valid by the other Contracting Party.

2. Each Contracting Party nevertheless reserves the right 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, 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.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be set by agreement between 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 set the tariff by agreement.

5. Failing agreement, the dispute shall be submitted to arbitration as provided in article 15.

6. Tariffs already established shall remain in force until new tariffs are set 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 ensure that the designated airline of the other Contracting Party can freely transfer at the official rate any excess of earnings over expenditures effected in its territory for the transport of

passengers, baggage, cargo and mail by such designated airline. If payments transactions between the Contracting Parties are regulated by a special agreement, that special agreement shall apply.

Article 12. The aeronautical authorities of the Contracting Parties shall, on request, supply each other with periodic statistics or other similar information relating to traffic volume 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. Disputes between the Contracting Parties relating to the interpretation or application of this Agreement which cannot be settled by direct negotiations or through the diplomatic channel shall be submitted, at the request of either Contracting Party, to an arbitral tribunal composed of three members.

2. For this purpose, each Contracting Party shall appoint an arbitrator and the two arbitrators shall appoint a third arbitrator, who shall be 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 appointed an arbitrator, the other Contracting Party has not appointed its arbitrator, or if within the month following the appointment of the second arbitrator, the arbitrators so appointed have not agreed on the choice of the chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

3. The arbitral tribunal shall establish its own procedure and shall decide on the distribution of the costs arising from such procedure.

4. The Contracting Parties undertake to comply with any decision rendered 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 conformity with any future multilateral agreement which is binding on both 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 at the end of the traffic period during which a period of twelve (12) months expires unless such denunciation is withdrawn by agreement before the end of such period.

3. Failing acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received by 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 and 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 9 March 1973 in two copies in the French language.

For the Swiss
Federal Council:
WERNER GULDIMANN

For the Government
of the Central African Republic:
A. M'BONGO

A N N E X

A. ROUTE SCHEDULE

I. *Routes on which air services may be operated by the airline designated by Switzerland*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in the Central African Republic</i>	<i>Points beyond</i>
Points in Switzerland	Algiers Tunis Tripoli Kano	Bangui	Douala Kinshasa Kigali Bujumbura Entebbe Nairobi Dar es Salaam Mombasa Lusaka

II. *Routes on which air services may be operated by the airline designated by the Central African Republic*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond</i>
Points in the Central African Republic	Fort Lamy Addis Ababa Belgrade Rome	A point in Switzerland	Paris London Brussels Amsterdam Frankfurt Copenhagen Stockholm Warsaw Prague Moscow

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1. One or more of the points on the specified routes may, at the option of the designated airlines, be omitted on any or all flights.
 2. 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.
 3. Each designated airline shall have the right to serve points not mentioned, provided it does not exercise traffic rights between such points and the territory of the other Contracting Party.
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