

No. 15092

**SWITZERLAND
and
JAMAICA**

**Agreement relating to scheduled air transport (with annex).
Signed at Kingston on 7 November 1974**

Authentic texts: French and English.

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

**SUISSE
et
JAMAÏQUE**

**Accord relatif aux transports aériens réguliers (avec
annexe). Signé à Kingston le 7 novembre 1974**

Textes authentiques : français et anglais.

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

AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE GOVERNMENT OF JAMAICA RELATING TO SCHEDULED AIR TRANSPORT

The Swiss Federal Council and the Government of Jamaica,

Considering that Switzerland and Jamaica are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,²

Desiring to develop international co-operation in the field of air transport, and

Desiring to conclude an Agreement in conformity with the said Convention for the purpose of establishing scheduled air services between and beyond their respective territories,

Have agreed as follows:

Article 1. For the purpose of the present Agreement and its Annex unless the context otherwise requires:

(a) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereto so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;

(b) The term “aeronautical authorities” means, in the case of Switzerland, the Federal Air Office and, in the case of Jamaica, the Minister responsible for Civil Aviation, the Air Transport Licensing Board, or, in both cases, any person or agency authorised to perform the functions presently exercised by those authorities;

(c) The term “designated airline” means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement for the operation of the agreed air services;

(d) The term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State;

(e) The term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo, separately or in combination;

(f) The term “international air service” means an air service which passes through the air space over the territory of more than one State;

(g) The term “airline” means any air transport enterprise offering or operating an international air service;

(h) The term “stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, cargo or mail; and

¹ Came into force on 3 May 1976, the date on which the Contracting Parties informed each other by an exchange of diplomatic notes that it had been ratified in conformity with their respective constitutional procedures, in accordance with article 18 (1).

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.

(i) The term “tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

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 appropriate section of the Annex to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively.

2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international services 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 make stops in the said territory at the points specified for the route in the Annex for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

3. Nothing in paragraph 1 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 the other Contracting Party.

Article 3. 1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected in writing through diplomatic channels to the other Contracting Party.

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 airline designated the appropriate operating authorisation.

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 fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, 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 authorised 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. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of the said airline are vested in the Contracting Party designating the airline or in its nationals; or
- (b) in the case of failure by that airline to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
- (c) in case the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement and its Annex.

2. Unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5. 1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, mail or cargo of aircraft, including laws and regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, mail or cargo of the designated airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

Article 6. 1. Certificates of airworthiness, certificates of competency, and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the routes and services provided for in the present Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Contracting Party reserves the right to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 7. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international air services.

Article 8. 1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel 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 similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as

they are re-exported or are used on the part of the journey performed over that territory.

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

- (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) fuel and lubricants destined to supply outbound aircraft operated on international services 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 9. 1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services on the specified routes between the territories of the Contracting Parties.

2. The designated airline of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on all or part of the same routes.

3. The agreed services provided by the designated airline of each Contracting Party shall bear close relationship to the requirements of the public for transportation and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the points on the specified routes.

4. 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 conformity with the general principles of normal development to which both Contracting Parties subscribe and subject to the conditions that the capacity shall be adapted:

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

Article 10. 1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, these tariffs shall be considered as approved. In the event of the period for submission being reduced, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

4. If the designated airlines cannot 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 determine the tariffs by mutual agreement.

5. In default of agreement the dispute shall be submitted to arbitration as provided for in Article 14 hereafter.

6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff is established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve months from the date on which it would otherwise have expired, whether by disapproval or in any other circumstances.

Article 11. Each Contracting Party undertakes to grant to the designated airline of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of receipts over expenditure realised in its territory in connection with the carriage of passengers, baggage, cargo and mail by the said designated airline. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 12. The aeronautical authorities of each Contracting Party shall supply the other, on request, with periodic statistics or other similar information relating to the amount of traffic carried on the agreed services as may be reasonably required.

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 on the interpretation, application or amendment of this Agreement including the Annex thereto.

2. A consultation requested by one of the Contracting Parties or their aeronautical authorities shall begin within a period of sixty (60) days of the date of receipt of the request, unless otherwise agreed by the Contracting Parties.

Article 14. 1. Any dispute between the Contracting Parties relating to the interpretation or application of the present Agreement, which cannot be settled by direct negotiations or through diplomatic channels, shall, on the request of either Contracting Party, be submitted to an arbitral tribunal composed of three members.

2. In such a case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a third arbitrator, national of a third State, as president. If within a period of 60 days from the date that one of the Contracting Parties has nominated an arbitrator, the other Contracting Party has not nominated its own, or, if within a period of 30 days following the nomination of the second arbitrator, the arbitrators so nominated have not agreed on the appointment of the third arbitrator, the President of the Council of the International Civil Aviation Organiza-

tion may, at the request of either Contracting Party, appoint an arbitrator or arbitrators as the case may require.

3. The arbitral tribunal shall determine its own procedure and decide on the distribution of the cost of the procedure.

4. The Contracting Parties undertake to comply with any decision delivered in application of the present Article.

Article 15. The present Agreement and modifications thereto shall be registered with the International Civil Aviation Organization.

Article 16. The present Agreement and its Annex shall be amended so as to be in accordance with any multilateral agreement which may become binding on both Contracting Parties.

Article 17. 1. Either Contracting Party may at any time notify the other Contracting Party through diplomatic channels of its decision to terminate the present Agreement; such notification shall simultaneously be communicated to the International Civil Aviation Organization.

2. In such cases the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless it is withdrawn by mutual agreement before this period expires.

3. In default of acknowledgement of receipt by the other Contracting Party, the notification shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization received the notice.

Article 18. 1. The present Agreement and any amendments thereto shall enter into force when the Contracting Parties have reciprocally notified by an Exchange of Diplomatic Notes its ratification in accordance with their respective constitutional procedures.

2. Notwithstanding the provisions of paragraph 1 of this Article amendments to the Annex may be agreed upon between the aeronautical authorities of both Contracting Parties and shall come into force when confirmed by an Exchange of Diplomatic Notes.

IN WITNESS WHEREOF the undersigned being duly authorised thereto by their respective Governments have signed the present Agreement.

DONE at Kingston in duplicate this 7 November 1974 in the English and French languages, both texts being equally authentic.

For the Swiss
Federal Council:

[Signed]

SILVIO MASNATA
Ambassador
of Switzerland

For the Government
of Jamaica:

[Signed]

ERIC O. BELL
Minister
of Public Utilities
Communications and Transport

A N N E X

ROUTE SCHEDULES

SECTION I. *Routes on which air services may be operated in both directions by the designated airline of Switzerland*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination</i>	<i>Points beyond</i>
Points in Switzerland	(One or more of the following: Madrid or Málaga Lisbon Casablanca Las Palmas Santa Maria Bermuda Nassau Port-au-Prince Santo Domingo	Two points in Jamaica	(One or more of the following: Two points in Mexico Guatemala Panamá Bogotá Quito or Guayaquil Lima Santiago de Chile

SECTION II. *Routes on which air services may be operated in both directions by the designated airline of Jamaica*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination</i>	<i>Points beyond</i>
Points in Jamaica	(One or more of the following: San Juan Santo Domingo Port-au-Prince Nassau Lisbon or Madrid Paris London Brussels or Amsterdam Copenhagen Stockholm or Oslo Helsinki Frankfurt or Hamburg Two points in Africa	Two points in Switzerland	(One or more of the following: Prague Vienna Rome or Milan Athens Cairo Tel Aviv Beirut Istanbul

NOTES. 1. Point or points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

2. On the specified routes, on any or all flights, the designated airlines of the Contracting Parties may serve in any order any or all the points included in the route irrespective of whether shown as an intermediate or beyond point provided that the route flown is reasonably direct.

3. The designated airline of one Contracting Party shall have the right to select the points it will serve in the territory of the other Contracting Party and the points in the territories of third countries where not specifically named in the specified routes.