

**SWITZERLAND
and
SAUDI ARABIA**

**Agreement concerning air services (with annex). Signed at
Djidda on 9 June 1965**

**Modification of the annex to the above-mentioned Agree-
ment**

Authentic texts of the Agreement: French and Arabic.

Authentic text of the modification: English.

*Registered by the International Civil Aviation Organization on 8 Novem-
ber 1976.*

**SUISSE
et
ARABIE SAOUDITE**

**Accord relatif aux services aériens (avec annexe). Signé à
Djedda le 9 juin 1965**

Modification de l'annexe à l'Accord susmentionné

Textes authentiques de l'Accord : français et arabe.

Texte authentique de la modification : anglais.

*Enregistrés par l'Organisation de l'aviation civile internationale le 8 novem-
bre 1976.*

[TRANSLATION — TRADUCTION]

**AGREEMENT¹ CONCERNING AIR SERVICES BETWEEN
SWITZERLAND AND SAUDI ARABIA**

The Swiss Federal Council and the Government of the Kingdom of Saudi Arabia,

Desiring to develop international co-operation in the field of air transport to the greatest extent possible,

And desiring to conclude an agreement for the purpose of establishing air services between and beyond their respective countries,

Have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows:

Article 1. (a) In order to operate the regular international air services specified in the annex to this Agreement, the Contracting Parties shall, subject to the provisions of this Agreement, grant each other the following rights:

1. to fly without landing across the territory of the other Contracting Party;
2. to make stops in the said territory for non-traffic purposes; and
3. to put down and take on in the said territory, at the points specified in the Annex, international traffic in passengers, mail and cargo.

(b) Nothing in paragraph (a) of this article shall be deemed to confer on the airline of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, mail or cargo carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

(c) Each Contracting Party shall designate an airline for the purpose of operating the agreed services.

Article 2. (a) Subject to article 8 below, each Contracting Party shall grant without delay the appropriate operating authorization to the designated airline of the other Contracting Party.

(b) However, before being authorized to inaugurate the agreed services, the designated airline may be called upon to prove to the aeronautical authorities of the other Contracting Party that it fulfils the conditions prescribed under the laws and regulations normally applied by those authorities to the operation of international air services.

Article 3. (a) The capacity of transport offered by the designated airlines shall be adapted to present and reasonably foreseeable traffic demands.

(b) The designated airlines shall enjoy fair and equal opportunity to operate the agreed services between the territories of the Contracting Parties.

(c) The designated airlines shall, on routes common to both, take into account their mutual interests so as not to affect unduly their respective services.

¹ Applied provisionally from 9 June 1965, the date of signature, and came into force on 2 November 1967, the date on which the Parties informed each other by an exchange of diplomatic notes that it had been ratified, in accordance with article 16.

(d) The main objective of the agreed services shall be to provide capacity corresponding to traffic demands between the country to which the designated airline belongs and the countries of destination.

(e) The right to take on and the right to put down, at the points specified in the schedules contained in the Annex and situated in the territory of the other Contracting Party, of traffic to or from a third country, shall be exercised in conformity with the general principles of ordered development to which both Contracting Parties subscribe and subject to the condition that the capacity shall be adapted:

1. to traffic demands from and to the territory of the Contracting Party which has designated the airline;
2. to the requirements of an economical operation of the agreed services; and
3. to traffic demands of the areas through which the service passes, local and regional services being taken into account.

Article 4. (a) The tariffs to be applied by the airline of one Contracting Party for transport 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.

(b) The tariffs referred to in paragraph (a) 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. Such agreement shall, if possible, be reached through the rate-fixing machinery established by an international organization or an organ designated for that purpose and recognized by both Contracting Parties.

(c) The tariffs so established shall be submitted to the aeronautical authorities of the Contracting Parties for approval at least 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.

(d) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed upon in accordance with the provisions of paragraph (b) of this article or if, in the course of the first 15 days of the 30-day period mentioned in paragraph (c) of this article, one Contracting Party informs the other Contracting Party that it disapproves of a tariff established in conformity with the provisions of paragraph (b) of this article, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by mutual agreement.

(e) If the aeronautical authorities cannot agree either to approve any of the tariffs submitted to them in accordance with paragraph (c) of this article, or to establish any tariff in accordance with paragraph (d), the dispute shall be settled in accordance with the provisions of article 9 of this Agreement.

(f) Subject to the provisions of paragraph (c) of this article, no tariff shall enter into force if the aeronautical authorities of either Contracting Party have not approved it.

(g) 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 5. Each Contracting Party shall undertake to ensure for the other Contracting Party the free transfer, at the official rate, of net revenues earned in its territory in respect of the transportation of passengers, baggage, mail and cargo

carried out by the designated airline of the other Contracting Party. If payments between the Contracting Parties are regulated by a special agreement, that special agreement shall be applicable.

Article 6. (a) Fuels, lubricants and spare parts introduced into or taken on board in the territory of one Contracting Party by the designated airline of the other Contracting Party and intended solely for the aircraft of that airline shall be exempt from all entry duties. This exemption shall become effective only after it has been confirmed by an exchange of diplomatic notes.

(b) Aircraft utilized by the designated airline of one Contracting Party on the agreed services, as well as the fuels, lubricants, spare parts, regular equipment and aircraft stores remaining in those aircraft shall, in the territory of the other Contracting Party, be exempt from customs duties and other similar duties and taxes, even if such supplies are intended to be used in the course of flights above the said territory.

Article 7. (a) The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.

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

(c) Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

(d) Each Contracting Party undertakes not to grant any preferences to its own airlines with regard to the designated airline of the other Contracting Party in the application of regulations concerning the formalities required by exchange control, passports, customs and quarantine or other regulations affecting air transport.

Article 8. (a) Each Contracting Party reserves the right to refuse an operating authorization to the designated airline of the other Contracting Party or to revoke such authorization if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party or in its nationals or if the airline does not comply with the laws and regulations or does not fulfil the obligations imposed by this Agreement.

(b) Such a measure shall be taken by one of the Contracting Parties only after notification of the other Contracting Party of its intention to take such action and if it has not been possible for an arrangement to be effected between the aeronautical authorities of the two Contracting Parties within 30 days of the date of that notification.

Article 9. (a) The Contracting Parties shall refer to arbitration any dispute concerning the interpretation or application of this Agreement or its Annex which cannot be settled by direct negotiation within 90 days of the date of notification by either Contracting Party.

(b) The Contracting Parties shall designate for that purpose a special arbitral tribunal or any other person or body.

(c) If the Contracting Parties are unable to agree on that matter or if, having agreed to refer the dispute to an arbitral tribunal, they are unable to agree on its composition, either of them may submit the dispute to the Council of the International Civil Aviation Organization.

(d) Each Contracting Party has the right to request the arbitral tribunal, or any person or body designated in accordance with paragraphs (b) or (c) above, to take provisional measures to protect the respective rights of both Contracting Parties.

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

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

Article 10. This Agreement and all subsequent arrangements shall be registered with the International Civil Aviation Organization.

Article 11. This Agreement and its annex shall, in accordance with article 13, paragraph (a), be brought into harmony with any multilateral convention which may in future bind the two Contracting Parties.

Article 12. The annex to this Agreement shall be considered an integral part of the Agreement and any reference to the Agreement shall imply a reference to the annex except where otherwise expressly indicated.

Article 13. (a) If the two Contracting Parties consider it desirable to modify the present Agreement, such a modification shall enter into force after it has been confirmed by an exchange of diplomatic notes.

(b) Modifications to the annex may be agreed upon between the aeronautical authorities of the Contracting Parties.

Article 14. (a) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time in order to ensure that the principles defined in this Agreement are implemented and that its objectives are attained in a satisfactory manner.

(b) The aeronautical authorities of the Contracting Parties shall supply each other, on request, with the periodic statistics or other similar information which may be necessary in order to determine the volume of traffic carried on the agreed services.

Article 15. Either Contracting Party may terminate the present Agreement by giving one year's written notice to the other Contracting Party.

Article 16. This Agreement shall be ratified. It shall be applied provisionally from the date of signature and shall enter into force on the date on which its ratification is mutually communicated by an exchange of diplomatic notes.

DONE at Djidda on 9 June 1965 in two copies in the French and Arabic languages, both texts being equally authentic.

For the Swiss
Federal Council:
ALFRED RAPPARD

For the Government
of the Kingdom of Saudi Arabia:
SAKKAF

A N N E X

SCHEDULE I. *Routes which may be operated by the airline designated by Switzerland*

Points in Switzerland-Vienna-Athens-Istanbul or Ankara or Nicosia-a point in Saudi Arabia, and onwards Karachi-Calcutta or Colombo-Rangoon-Bangkok, then from there, either:

- (a) Hong Kong or Manila-Tokyo, or
- (b) Kuala Lumpur or Singapore-Jakarta-Sydney, in both directions.

SCHEDULE II. *Routes which may be operated by the airline designated by the Kingdom of Saudi Arabia*

Points in Saudi Arabia-Kuwait-Abadan-Basra or Baghdad-Amman-Damascus-Beirut-Cairo-Tripoli-Ankara or Istanbul-Athens-Rome-Vienna-a point in Switzerland, and onwards to Frankfurt-Amsterdam, in both directions.

NOTES. 1. Both designated airlines shall have the right to serve, on specified routes, points not expressly mentioned, provided that no traffic rights are exercised between those points and the territory of the other Contracting Party.

2. Points on all of the routes specified may be omitted at the convenience of the designated airline on all or some flights.

3. The designated airline of either Contracting Party may terminate any of its services in the territory of the other Contracting Party.

4. The frequency of weekly services of the designated airline of each Contracting Party shall be agreed upon between the aeronautical authorities and reconsidered whenever the need arises.

**MODIFICATION OF THE ANNEX
TO THE AGREEMENT OF
9 JUNE 1965¹ CONCERNING
AIR SERVICES BETWEEN
SWITZERLAND AND SAUDI
ARABIA**

By an agreement in the form of an exchange of notes dated at Djidda on 17 March 1976, which came into force on the same date, in accordance with the provisions of the said notes, the annex to the above-mentioned Agreement was modified as follows:

A M E N D E D A N N E X

ROUTE SCHEDULE I. Routes on which air services may be operated by the designated airline of Switzerland

Points of departure	Intermediate points	Points in	Points beyond
Points in Switzer-land	Athens or Istanbul	One point in Saudi Arabia	—

ROUTE SCHEDULE II. Routes on which air services may be operated by the designated airline of Saudi Arabia

Points of departure	Intermediate points	Points in	Points beyond
Points in Saudi Arabia	Athens or Rome	One point in Switzerland	—

NOTES a. Either of the designated airlines shall have the right to serve points not specifically mentioned, under condition that no traffic rights shall be exercised between such points and the territory of the other Contracting Party.

**MODIFICATION DE L'ANNEXE
À L'ACCORD DU 9 JUIN 1965¹
RELATIF AUX SERVICES
AÉRIENS ENTRE LA SUISSE
ET L'ARABIE SAOUDITE**

Aux termes d'un accord sous forme d'échange de notes en date à Djedda du 17 mars 1976, qui est entré en vigueur le même jour, conformément aux dispositions desdites notes, l'annexe à l'Accord susmentionné a été modifié comme suit :

[TRADUCTION² — TRANSLATION³]

A N N E X E [M O D I F I É E]

TABLEAU DE ROUTES I. Routes sur lesquelles des services aériens peuvent être exploités par l'entreprise désignée par la Suisse

Points de départ	Points intermédiaires	Points en Arabie saoudite	Points au-delà
Points en Suisse	Athènes ou Istanbul	Un point en Arabie saoudite	—

TABLEAU DE ROUTES II. Routes sur lesquelles des services aériens peuvent être exploités par l'entreprise désignée par l'Arabie saoudite

Points de départ	Points intermédiaires	Points en Suisse	Points au-delà
Points en Arabie saoudite	Athènes ou Rome	Un point en Suisse	—

NOTES a. Chaque entreprise désignée a le droit de desservir des points non expressément mentionnés à la condition qu'il ne soit pas exercé de droits de trafic entre ces points et le territoire de l'autre Partie Contractante.

¹ See p. 289 of this volume.

² Voir p. 276 du présent volume.

³ Traduction fournie par le Gouvernement suisse.

³ Translation supplied by the Government of Switzerland.

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

c. The designated airline of either Contracting Party may terminate any of its services in the territory of the other Contracting Party.

b. Les points sur les routes spécifiées peuvent, à la convenance de l'entreprise désignée, ne pas être desservis lors de tous les vols ou de certains d'entre eux.

c. L'entreprise désignée de l'une ou l'autre Partie Contractante peut terminer n'importe lequel de ses services sur le territoire de l'autre Partie Contractante.
