

**No. 17875**

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**SWITZERLAND  
and  
MALTA**

**Agreement relating to regular air transport (with annex).  
Signed at Valletta on 4 October 1977**

*Authentic texts: French and English.*

*Registered by the International Civil Aviation Organization on 2 July 1979.*

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**SUISSE  
et  
MALTE**

**Accord relatif au transport aérien régulier (avec annexe).  
Signé à La Valette le 4 octobre 1977**

*Textes authentiques : français et anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 2 juillet  
1979.*

## AGREEMENT<sup>1</sup> BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF MALTA RELATING TO REGULAR AIR TRANS- PORT

The Swiss Federal Council and the Government of the Republic of Malta,

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

Desiring to develop international co-operation in the field of air transport, and  
Desiring to conclude an agreement for the purpose of establishing regular air services,

Have appointed plenipotentiaries who, duly authorized to that effect, have agreed as follows:

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

*a.* The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944.

*b.* The term “aeronautical authorities” means, in the case of Switzerland, the Federal Air Office and, in the case of Malta, the Ministry responsible for Civil Aviation, or in both cases any person or body authorized to exercise the functions presently assigned to the said authorities.

*c.* The term “designated airline” means an airline which one Contracting Party has designated, in accordance with article 3 of the present Agreement, for the operation of the agreed air services.

*d.* The term “tariff” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

2. The annex forms an integral part of the present Agreement, and all references to the Agreement shall include the annex unless explicitly agreed otherwise.

*Article 2.* 1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing air services on the routes specified in the schedules of the annex to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes”.

2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party 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;

<sup>1</sup> Applied provisionally on 4 October 1977, the date of the signature, and came into force definitively on 28 December 1978, the date on which the Contracting Parties notified each other of the fulfilment of their constitutional formalities, in accordance with article 20 (1).

<sup>2</sup> 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; vol. 958, p. 217, and vol. 1008, p. 213.

c. The right to take up and set down in the said territory at the points specified in the Annex international traffic in passengers, cargo and mail.

3. Nothing in paragraphs 1 and 2 of this article shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that 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 by virtue of a written notification between aeronautical authorities of both Contracting Parties.

2. The aeronautical authorities of the Contracting Parties which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally 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 not to grant the operating authorization referred to 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 the present Agreement, whenever the said Contracting Party has no proof that the majority part of the ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. Having received the operating authorization, provided for under paragraph 2 of this article, the designated airline may begin at any time to operate the agreed services, provided that tariffs established in accordance with the provisions of article 11 of the present Agreement are in force.

*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 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, if:

- a. The said airline has not proved that the majority part of its ownership and effective control are vested in the Contracting Party designating the airline or in its nationals, or
- b. The said airline has failed to comply with the laws or regulations of the Contracting Party granting these rights, or
- c. The said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

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

*Article 5.* 1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes 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 originating from or destined for the territory of the Contracting Party which has designated the airline.

4. Provision for the carriage of passengers, cargo and mail to and from points in third countries, if provided in the route schedules, shall be made in accordance with the general principles that capacity shall be related to:

- a. Traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- b. Traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- c. The requirements of through airline operation.

*Article 6.* 1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants and aircraft stores, including food, beverages and tobacco, carried on board such aircraft shall, on entering into the territory of the other Contracting Party, be exempt from all customs duties, inspections fees and other duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

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

- a. Aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airline of the other Contracting Party;
- b. Spare parts and normal on-board equipment imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on international services;
- c. Fuel and lubricants destined for the designated airline of the other Contracting Party to supply aircraft operated on international services, 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 have been taken on board.

3. The normal on-board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such a territory. In such a case, they may be

placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

*Article 7.* Passengers, baggage and cargo in transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall at the utmost be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*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 or flights of such aircraft over that 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, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

*Article 9.* 1. Each Contracting Party undertakes not to grant any preferences to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in article 8 of the present Agreement.

2. When utilizing the airports and other facilities offered by one Contracting Party, the designated airline of the other Contracting Party shall not have to pay fees higher than those which have to be paid by national aircraft operating on scheduled international services.

3. The designated airline of one Contracting Party shall have the right to maintain representation in the territory of the other Contracting Party. Such representation may include commercial, operational and technical staff. With regard to the range of their commercial activities the principle of reciprocity shall apply.

*Article 10.* 1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognised as valid by the other Contracting Party.

2. Each Contracting Party reserves its rights, however, not to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

*Article 11.* 1. The tariffs to be applied by each designated airline in connexion with any transportation to and 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, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of this article 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. The designated airlines shall, wherever possible, reach such agreement through the rate-fixing procedure established by the international body which formulates proposals in this matter.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least thirty 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. If within thirty days of the date of the submission of the tariffs neither of the aeronautical authorities notifies to the other aeronautical authorities its disapproval these tariffs shall be considered as approved.

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. When it is obvious that the designated airlines cannot agree upon the tariffs or the aeronautical authorities of one Contracting Party have notified to the aeronautical authorities of the other Contracting Party their disapproval of the tariffs, negotiations with a view to reach an agreement shall begin within thirty days.

5. In default of agreement the dispute shall be submitted to arbitration as provided for in article 16 hereafter.

6. The tariffs already established shall remain in force until new tariffs have been fixed in accordance with the provisions of this article or article 16 of the present Agreement but no longer than twelve months from the day of disapproval by the aeronautical authorities of one of the Contracting Parties.

*Article 12.* 1. Not later than thirty days prior to the operation of the agreed services the envisaged time-table shall be submitted for approval to the aeronautical authorities of the other Contracting Party. The same procedure shall apply to any modification thereof.

2. If the designated airline of one Contracting Party wishes to operate flights outside the approved time-table (extra section flights/supplementary flights) it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two working-days before operating such flights.

*Article 13.* Each Contracting Party undertakes to guarantee to the designated airline of the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure realised in its territory with regard to 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 14.* The aeronautical authorities of the Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the amount of traffic carried on the agreed services.

*Article 15.* 1. Each Contracting Party or its aeronautical authorities may, at any time, request consultation with the other Contracting Party or with its aeronautical authorities.

2. Consultations requested by one of the Contracting Parties or their aeronautical authorities shall begin within sixty days of the date of receipt of the request.

*Article 16.* 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 two months from the date one of the Contracting Parties has nominated an arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, the arbitrators so nominated have not agreed on the appointment of the president, each Contracting Party may request the President of the Council of the International Civil Aviation Organization to proceed with the necessary nominations.

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 this article.

*Article 17.* The present Agreement and any modification thereof shall be registered with the International Civil Aviation Organization.

*Article 18.* The present Agreement shall be deemed to be amended so as to be in accordance with any multilateral convention which may become binding on both Contracting Parties.

*Article 19.* 1. Each Contracting Party may at any time notify to the other Contracting Party its decision to terminate the present Agreement; such notification shall simultaneously be communicated to the International Civil Aviation Organization.

2. The notice of termination shall become effective at the end of the time-table period during which twelve months will have elapsed, unless it is withdrawn by mutual agreement before this period expires.

3. In default of acknowledgment of receipt by the other Contracting Party, the notification shall be deemed to have been received fourteen days after the date on which the International Civil Aviation Organization will have received communication thereof.

*Article 20.* 1. The present Agreement shall be applied provisionally from the date of its signature; it shall enter into force when the Contracting Parties will have reciprocally notified the fulfilment of their constitutional formalities with regard to the conclusion and the entering into force of international agreements.

2. Any modification of the present Agreement shall be applied provisionally from the date of its signature and enter into force when the two Contracting Parties will have notified to each other the fulfilment of their above-mentioned constitutional procedures.

3. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date of its signature and enter into force after having been confirmed by an exchange of diplomatic notes.

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

DONE at [Valletta] in duplicate this [4th day of October 1977] in the English and the French languages, both texts being equally authentic.

For the Swiss Federal Council:

[W. GULDIMANN]

For the Government  
of the Republic of Malta:

[P. ATTARD]

ANNEX

ROUTE SCHEDULES

ROUTE 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 Malta</i>	<i>Points beyond Malta</i>
Points in Switzerland	—	Malta	One point in Africa*

ROUTE SCHEDULE II

*Routes on which air services may be operated by the designated airline of Malta*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond Switzerland</i>
Malta	—	Basel or Geneva or Zurich	One point in Europe*

NOTES

1. Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.
2. Points on any of the specified routes need not necessarily be served in the order in which they are specified, provided that each service is flown on a reasonably direct route.
3. Each designated airline may terminate any of its agreed services in the territory of the other Contracting Party.

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\* Subject to agreement between the aeronautical authorities.