

No. 17874

**SWITZERLAND
and
KUWAIT**

**Agreement relating to regular air transport (with annex).
Signed at Kuwait on 24 January 1968
Modification of the annex to the above-mentioned Agree-
ment**

Authentic texts of the Agreement: French, Arabic and English.

Authentic text of the Modification: English

*The Agreement and the certified statement were registered by the Interna-
tional Civil Aviation Organization on 2 July 1979.*

**SUISSE
et
KOWEÏT**

**Accord relatif aux transports aériens réguliers (avec
annexe). Signé à Koweït le 24 janvier 1968
Modification de l'annexe à l'Accord susmentionné**

Textes authentiques de l'Accord : français, arabe et anglais.

Texte authentique de la Modification : anglais.

*L'Accord et la déclaration certifiée ont été enregistrés par l'Organisation de
l'aviation civile internationale le 2 juillet 1979.*

AGREEMENT¹ BETWEEN KUWAIT AND SWITZERLAND RELATING TO REGULAR AIR TRANSPORT

The Government of the State of Kuwait and the Swiss Federal Council,

Considering that Kuwait and Switzerland 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 as much as possible international co-operation in the field of air transport,

Desiring to conclude an agreement for the purpose of establishing regular air services between and beyond their respective territories,

Have appointed their duly authorized plenipotentiaries who 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, and also includes any annex adopted under article 90 of that Convention and any amendment of the annexes or the Convention under articles 90 and 94 thereof:

b. The term “aeronautical authorities” means, in the case of Kuwait, the Director General of Civil Aviation and, in the case of Switzerland, the Federal Air Office, or in both cases any person or body authorised to exercise the functions presently assigned to them;

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 terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meaning respectively assigned to them in article 96 of the Convention;

e. The term “change of gauge” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section.

2. The term “Agreement” shall, in all references, include reference to the annex, except where otherwise provided.

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”.

¹ Came into force on 27 August 1970 by the exchange of the instruments of ratification, which took place at Beirut, in accordance with article 17.

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; vol. 958, p. 217, and vol. 1008, p. 213.

2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- 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 up and set down in the said territory, at the points on the specified routes in the Annex, international traffic in passengers, cargo and mail.

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 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 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 satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by them in conformity with the provisions of the Convention to the operation of international air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in paragraph 2 of article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the designated airline of those rights, 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 8 of the present Agreement is in force with respect to such services.

Article 4. 1. Each Contracting Party shall have the right to suspend the exercise by a designated airline of the rights specified in paragraph 2 of article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the said airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement.

2. Unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations or is in the interest of safety, this right shall be exercised only after consultation with the other Contracting Party.

3. In the event of action by one Contracting Party under this article, the rights of the other Contracting Party under the present Agreement shall not be prejudiced.

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

2. The designated airline of either Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the agreed services of the latter airline.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for such services.

4. The agreed services provided by a designated airline shall retain as their primary objective the provision at a reasonable load factor of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the points on the specified routes.

5. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than those designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- a. Traffic demands between the territory of the Contracting Party designating the airline and the points on the specified routes;
- b. Traffic requirements of the areas 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. The designated airline of one Contracting Party may make a change of gauge at a point on the specified routes only on the following conditions:

- a. That it is justified by reason of economy of operation;
- b. That the aircraft operated on the sectors more distant from the point of origin are smaller in capacity than those used on the nearer sector;
- c. That the aircraft of smaller capacity operates only in connection with the aircraft of larger capacity and that the time-table shall be established to that effect; the former aircraft shall arrive at the point of change of gauge for the purpose of carrying passengers, cargo and mail disembarked from the aircraft of larger capacity or due to be embarked therein; and that the capacity of the smaller aircraft shall be chosen with primary references to this purpose;
- d. That there is an adequate volume of through traffic; and
- e. That the provisions of article 5 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 7. 1. Fuel, lubricants, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded by the first Contracting Party, in respect of customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable than that granted to its national airlines engaged in the operation of international air services or to the airlines of the most favoured nation.

2. Supplies of fuel, lubricants, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by

such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. Those goods, which are to be re-exported, shall be kept in bond, until re-exportation under customs supervision.

3. The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline of the other Contracting Party for the use of airports and other facilities under its control shall be just and reasonable and not higher than would be paid for the use of such airports and facilities by the airlines of the most favoured nation or by any national airline of the first Contracting Party engaged in international air services.

Article 8. 1. The tariffs on any agreed service 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 the present Article shall, if possible, be established by mutual agreement between the designated airlines of both Contracting Parties in consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, wherever possible, reach such an agreement through the rate-fixing machinery of the International Air Transport Association or such other similar international organization.

3. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties and shall be submitted to them 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.

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 such agreement the dispute shall be submitted to arbitration as provided for in article 13 of the present Agreement.

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 13 of the present Agreement.

Article 9. 1. Each Contracting Party grants at the present time 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 due proportion to the carriage of passengers, baggage, cargo and mail by the designated airline of the other Contracting Party.

2. If at any later time there shall be regulation of foreign exchange in force in either country, the Contracting Parties shall do everything in their power to facilitate the free transfer of such funds.

Article 10. 1. The designated airlines shall inform the aeronautical authorities of both Contracting Parties before the introduction of the agreed services, of the nature of service, types of aircraft operated and the proposed time-tables. The same rule shall also apply for any subsequent changes.

2. The aeronautical authorities of either Contracting Party shall supply the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services and other similar information showing the amount of traffic carried on the agreed services.

Article 11. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring that the principles laid down in the present Agreement are implemented and that its objectives are complied with in a satisfactory way.

Article 12. 1. If either of the Contracting Parties considers it desirable to amend any provision of the present Agreement, it may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty days from the date of receipt of such request. Any amendment agreed to as a result of such consultation shall come into force when the two Contracting Parties have notified each other of the fulfilment of their respective constitutional procedures.

2. Amendments of the annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties and shall come into force after they have been confirmed by an exchange of diplomatic notes.

Article 13. 1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three members appointed in the following manner: Each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a third arbitrator, who shall be a national of a third State and shall act as president of the tribunal. If within a period of 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 rules of procedure.

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

5. The arbitral tribunal shall decide the distribution of the costs arising from this procedure.

Article 14. The present Agreement and its possible amendments shall be registered with the International Civil Aviation Organization.

Article 15. The present Agreement and its annex shall be amended so as to be in accordance with any multilateral convention which may become binding on both Contracting Parties.

Article 16. Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement; such notice shall

be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiration of that period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 17. The present Agreement shall be ratified. It shall come into force on the day of exchange of the instruments of ratification.

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

DONE at Kuwait in duplicate this twenty-fourth day of January 1968, in the Arabic, French and English languages, all texts being equally authentic.

For the Government
of the State of Kuwait:

ABDULLAH A. AL-SAMHAN

For the Swiss Federal Council:

A. DOMINICÉ

A N N E X

ROUTE SCHEDULE

I

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

Kuwait — Beirut — Damascus — Amman — Cairo — Athens — Rome — Vienna — A point in Switzerland — London, in both directions.

II

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

Points in Switzerland — Athens — Istanbul or Nicosia — Kuwait — One point on the Arabian Gulf, in both directions.

NOTES:

a) Any or some of the points on the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

b) 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.

c) The word "or" when used between points in Route Schedule "II" shall mean that any one of those points may be served, but not on the same service.

d) "One point in the Arabian Gulf" in Route Schedule "II" means that the designated airline of Switzerland may select one of the following points for all its services:

Abadan,
Bahrain,
Doha.

e) "A point in Switzerland" in Route Schedule "I" means that the designated airline of Kuwait can exercise traffic rights at two points in Switzerland, but not more than one point shall be served on the same service.

MODIFICATION OF THE ANNEX TO THE AGREEMENT OF 24 JANUARY 1968 BETWEEN SWITZERLAND AND KUWAIT RELATING TO REGULAR AIR TRANSPORT¹

The following modification was agreed upon between the Parties on 13 September 1978 and came into force on 9 October 1978 by an exchange of notes:

ROUTE SCHEDULES

I

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

Points in Switzerland — Athens — Istanbul — a point in Cyprus — Kuwait — one point on the Arabian Gulf, in both directions.

2

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

Kuwait — Cairo — Athens — Rome — two points in Switzerland — one point in Europe, in both directions.

NOTES

a) Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

b) Points on any of the specified routes need not necessarily be served in the order in which they are specified, provided that the service in question is flown on a somewhat direct route.

¹ See p. 88 of this volume.

MODIFICATION DE L'ANNEXE À L'ACCORD DU 24 JANVIER 1968 ENTRE LA SUISSE ET LE KOWEÏT RELATIF AUX TRANSPORTS AÉRIENS RÉGULIERS¹

La modification suivante a été convenue entre les Parties le 13 septembre 1978 et est entrée en vigueur le 9 octobre 1978 par un échange de notes :

[TRADUCTION²—TRANSLATION³]

ANNEXE

TABLEAUX DE ROUTES

I

Routes sur lesquelles l'entreprise désignée par la Suisse peut exploiter des services aériens

Points en Suisse — Athènes — Istanbul — un point à Chypre — Koweït — un point du Golfe Arabe, dans les deux directions.

II

Routes sur lesquelles l'entreprise désignée par Koweït peut exploiter des services aériens

Koweït — Le Caire — Athènes — Rome — deux points en Suisse — un point en Europe, dans les deux directions.

NOTES

a. Les points sur les routes spécifiées peuvent, à la convenance des entreprises désignées, ne pas être desservis lors de tous les vols ou de certains d'entre eux.

b. Les points sur les routes spécifiées ne doivent pas nécessairement être desservis dans l'ordre indiqué, à condition que le service en question soit exploité sur une route dans une certaine mesure directe.

¹ Voir p. 74 du présent volume.

² Traduction fournie par le Gouvernement suisse.

³ Translation supplied by the Government of Switzerland.

c) Each designated airline may terminate any of its agreed services in the territory of the other Contracting Party.

d) Each designated airline may serve points not mentioned on condition that no traffic rights are exercised between these points and the territory of the other Contracting Party.

e) "One point in the Arabian Gulf" in Route Schedule I means that the designated airline of Switzerland may select one of the following points for each of its services:

Abadan
Bahrain
Doha.

f) "One point in Europe" in Route Schedule "II" means that the designated airline of Kuwait may select one of the following points for each of its services:

Amsterdam
Copenhagen
Paris.

c. Chaque entreprise désignée peut terminer n'importe lequel des services convenus sur le territoire de l'autre Partie Contractante.

d. Chaque entreprise désignée peut desservir des points non mentionnés, à condition qu'il ne soit pas exercé de droits de trafic entre ces points et le territoire de l'autre Partie Contractante.

e. Dans le tableau de routes I, l'expression «un point du Golfe Arabe» signifie que l'entreprise désignée par la Suisse peut choisir l'un des points suivants pour chacun de ses services :

Abadan
Bahrain
Doha.

f. Dans le tableau de routes II, l'expression «un point en Europe» signifie que l'entreprise désignée par Koweït peut choisir l'un des points suivants pour chacun de ses services :

Amsterdam
Copenhague
Paris.
