

No. 19941

**SWITZERLAND
and
SRI LANKA**

**Agreement relating to air services (with annex). Signed at
Colombo on 19 May 1966**

Authentic texts: French, Sinhalese and English.

Modification of the annex to the above-mentioned Agreement

Authentic texts: English and French.

**Modification of the annex to the above-mentioned Agreement
of 19 May 1966**

Authentic text: English.

The Agreement and the certified statements were registered by the International Civil Aviation Organization on 19 June 1981.

**SUISSE
et
SRI LANKA**

**Accord relatif aux transports aériens (avec annexe). Signé
à Colombo le 19 mai 1966**

Textes authentiques : français, cinghalais et anglais.

Modification de l'annexe à l'Accord susmentionné

Textes authentiques : anglais et français.

**Modification de l'annexe à l'Accord susmentionné du 19 mai
1966**

Texte authentique : anglais.

L'Accord et les déclarations certifiées ont été enregistrés par l'Organisation de l'aviation civile internationale le 19 juin 1981.

AGREEMENT¹ BETWEEN SWITZERLAND AND CEYLON RELATING TO AIR SERVICES

[Concluded at Colombo on 19 May 1966

Date of entry into force: 1 June 1967]²

Switzerland and Ceylon hereinafter described as the "Contracting Parties",

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,³ and

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

Have agreed as follows:

Article 1. For the purpose of the present Agreement, 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.

(b) The term "aeronautical authorities" means, in the case of Switzerland, the Federal Air Office and, in the case of Ceylon, the Department of Civil Aviation or in both cases any person or body authorised to perform any functions presently exercised by the said Office or the said Department or similar functions.

(c) The term "designated airline" means the airline which one Contracting Party shall have designated, through its aeronautical authorities and by written notification, to the aeronautical authorities of the other "Contracting Party", in accordance with article 4 of the present Agreement, for the operation of air services on the routes specified in such notification.

(d) The term "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in articles 2 and 96 of the Convention.

Article 2. To the extent to which they are applicable to the air services established under the present Agreement, the provision[s] of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties ratify any amendment to the Convention which shall have duly come into force in which case the Convention as amended shall remain in force, for the duration of the present Agreement.

Article 3. 1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing

¹ Applied provisionally from 19 May 1966, the date of signature, and came into force definitively on 1 June 1967, the date when the Contracting Parties had notified each other of the fulfilment of their respective constitutional formalities, in accordance with article 19 (2) and (3).

² The text between brackets appears only in the authentic French text — Le texte entre crochets n'apparaît que dans le texte authentique français.

³ 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; vol. 1008, p. 213, and vol. 1175, No. 1-18810.

air services on the routes specified in the annex hereto. Such services and routes are hereinafter called the "agreed services" and the "specified routes" respectively.

2. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, 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; and
- (c) To take up and set down in the said territory, at the points specified in the annex, international traffic in passengers, cargo and mail.

Article 4. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

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 designated airline the appropriate operating authorizations.

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 such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations 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 3, 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.

Article 5. 1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 3 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

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

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

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, inspection 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 aircraft operated on an international service by the designated airline of the other Contracting Party;
- (b) Spare parts and normal board equipment imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on international service;
- (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. Materials referred to in paragraph 2 (a), (b) and (c) above may be required to be kept under customs supervision or control.

4. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one Contracting Party may not be unloaded in the territory of the other Contracting Party except with the approval of the customs authorities of this 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 direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall only 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, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. 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 the laws and regulations provided for by the present Article.

4. When utilising 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.

Article 9. 1. Certificates of airworthiness, certificate 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 the right, 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 in their favour by the other Contracting Party or by any other State.

Article 10. 1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services 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 the agreed services of the latter airline.

3. The capacity of transport offered by the designated airline shall be adapted to traffic demands.

4. The main objective of the agreed services shall be to provide capacity corresponding to traffic demands between the territory of the Contracting Party which has designated the airline and the points served on the specified routes.

5. The rights 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 developments to which both Contracting Parties subscribe and subject to the condition that the capacity shall be adapted:

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

Article 11. 1. Remittance of the net revenue of the designated airline of each Contracting Party shall be subject to the relevant law governing the remittance of foreign exchange. Such remittance will be granted at the official rate of exchange provided the issuance of transportation documents has been in accordance with the relevant law. By net revenue is understood the net surplus of passages, freight and excess baggage collections derived by the airline, excluding any local tax payments which may have to be made.

2. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 12. 1. The tariffs to be charged by the airline of one Contracting Party for carriage 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.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate fixing procedure established by the international body which normally regulates tariffs.

3. The tariffs so agreed shall be submitted for the approval of 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.

4. If the designated airlines cannot agree on any of these tariffs or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this article, or if during the first fifteen days of the thirty-day period referred to in paragraph 3 of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this article and on determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of article 18 of the present Agreement.

6. Subject to the provisions of paragraph 3 of this article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it, except as provided in paragraph 4 of article 18 of the present Agreement.

7. The tariff established in accordance with the provision of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 13. 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 the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the annex thereto.

Article 14. 1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request a consultation with the other Contracting Party. Such a consultation shall begin within a period of sixty days of the date of receipt of that request. Any modification to the present Agreement shall come into force when the two Contracting Parties have notified to each other their acceptance of such modifications upon the fulfilment of their respective constitutional procedures.

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

Article 15. The aeronautical authorities of either Contracting Party shall supply to 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 amount of traffic carried on the agreed

services by the designated airline of the first Contracting Party. Such statements shall include all information necessary for such a review.

Article 16. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 17. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case the Agreement shall terminate twelve 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 expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article 18. 1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a 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 arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3. Such person or body or arbitral tribunal appointed according to paragraph 2 shall determine its own procedure.

4. The Contracting Parties undertake to comply with any decision given under paragraph 2.

5. Such person or body or arbitral tribunal appointed according to paragraph 2 shall decide the distribution of the costs arising in such proceedings.

Article 19. 1. The annex attached to the present Agreement shall be deemed to be part of the Agreement and all reference to the "Agreement" shall include reference to the annex, except where otherwise expressly provided.

2. The present Agreement shall be applied provisionally from the date of its signature and shall govern the mutual rights and obligations of the Contracting Parties in respect of all acts done under and in pursuance of this Agreement, pending its entry into force.

3. This Agreement shall come into force when the Contracting Parties will have reciprocally notified the fulfilment of their respective constitutional formalities with regard to the conclusion and the entry into force of international agreements.

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

DONE at Colombo, in two originals, this nineteenth day of May, one thousand nine hundred and sixty-six, in the French, Sinhala and English languages, all texts being equally authentic. In the event of there being any dispute in the interpretation and the application of this Agreement the English text shall prevail.

For the Swiss Federal Council:

For the Government
of Ceylon:

ANNEX

ROUTE SCHEDULE

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

Points in Switzerland – Milan – Rome – Vienna – Belgrade – Athens – Istanbul – Ankara – Nicosia – Beirut – Damascus – Cairo – Baghdad – Teheran – Abadan – Kuwait – Dhahran – Bahrain – Kandahar – Kabul – Karachi – Lahore – Rawalpindi – New Delhi – Bombay – Madras to Colombo and beyond to Calcutta – Dacca – Rangoon – Bangkok – Kuala Lumpur – Singapore – Manila – Canton – Hong Kong – Shanghai – Osaka – Tokyo – Djakarta – Perth – Darwin – Melbourne – Sydney – Wellington – Auckland, in both directions.

II. *Routes on which air services may be operated by the designated airline of Ceylon*

Points in Ceylon: to be fixed later.

1. Any or some of the points on the specified routes in schedule I and II of the Annex may at the option of the respective designated airline be omitted on any or all flights.

2. The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.

MODIFICATION OF THE ANNEX TO THE AGREEMENT OF 19 MAY 1966 BETWEEN SWITZERLAND AND CEYLON RELATING TO AIR SERVICES¹

By an agreement in the form of an exchange of notes dated at Colombo on 9 and 18 March 1972, which came into force on 18 March 1972, the date of the note in reply, in accordance with the provisions of the said notes, the annex to the above-mentioned Agreement of 19 May 1966 was modified as follows:

ANNEX

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 Ceylon</i>	<i>Points beyond Ceylon</i>
Points in Switzerland	Athens Istanbul Beirut Cairo Teheran Karachi Bombay	Colombo	Kuala Lumpur Singapore Djakarta Two points in Australia

II. *Routes on which air services may be operated by the designated airline of Ceylon*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond Switzerland</i>
Colombo	Bombay Karachi Teheran Cairo Beirut Two points in Europe	One point in Switzerland	Paris London One point in Canada Two points in U.S.A.

1. One or more of the points on the specified routes in schedules I and II of the annex may at the option of the respective designated airline be omitted on any or all flights.

2. The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.

¹ See p. 25 of this volume.

MODIFICATION OF THE ANNEX TO THE AGREEMENT OF 19 MAY 1966 BETWEEN SWITZERLAND AND CEYLON RELATING TO AIR SERVICES¹

By an agreement in the form of an exchange of notes dated at Berne on 29 August 1980, which came into force on 29 August 1980, the date of the note in reply, in accordance with the provisions of the said notes, the annex to the above-mentioned Agreement of 19 May 1966 was modified as follows:

ANNEX

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 Sri Lanka</i>	<i>Points beyond Sri Lanka</i>
Points in Switzerland	Athens Istanbul Beirut Cairo Teheran Karachi Bombay	Colombo	Kuala Lumpur Singapore Djakarta Two points in Australia

II. *Routes on which air services may be operated by the designated airline of Sri Lanka*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond Switzerland</i>
Colombo	Bombay Karachi Dubai Bahrain Kuwait Cairo One point in Europe	Basel, or Geneva, or Zurich	Paris Frankfurt Amsterdam London One point in U.S.A.

The wording "Basel or Geneva or Zurich" entitles the designated airline of Sri Lanka to serve only one of these points on all of their flights during one and the same time-table period.

1. One or more of the points on the specified routes in schedules I and II of the annex may at the option of the respective designated airline be omitted on any or all flights.

¹ See p. 25 of this volume.

2. The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.

3. This designated airline of a Contracting Party shall have the right to serve points not mentioned in the route schedule, provided that no traffic rights shall be exercised between such points and the territory of the other Contracting Party unless such traffic rights are specifically granted by that Party.
