

No. 19944

**SWITZERLAND
and
MAURITANIA**

Agreement relating to airline traffic (with annexed route schedules). Signed at Nouakchott on 13 March 1979

Authentic text: French.

Registered by the International Civil Aviation Organization on 19 June 1981.

**SUISSE
et
MAURITANIE**

Accord relatif au trafic aérien de lignes (avec tableaux de routes annexés). Signé à Nouakchott le 13 mars 1979

Texte authentique : français.

Enregistré par l'Organisation de l'aviation civile internationale le 19 juin 1981.

AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE ISLAMIC REPUBLIC OF MAURITANIA RELATING TO AIRLINE TRAFFIC

Switzerland and the Islamic Republic of Mauritania,

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944,²

For the purposes of developing international co-operation in the field of air transport, and

For the purposes of laying the necessary groundwork for the purpose of establishing regular air services,

The Swiss Federal Council and the Government of the Islamic Republic of Mauritania have appointed their plenipotentiaries who, duly authorized to that effect, have agreed as follows:

Article 1. DEFINITIONS

1. For the purpose of this Agreement and its annex:

a. The term "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944 and shall include each annex and amendment thereto adopted under article 90 of that Convention and each amendment of the Convention adopted under article 94 as soon as these annexes and amendments have become effective for both Contracting Parties;

b. The term "aeronautical authorities" means, in the case of Switzerland, the Federal Air Office and, in the case of the Islamic Republic of Mauritania, the Ministry of Transport, Postal Service, Telecommunications, Artisan Activities and Tourism or, in both cases, any person or body authorized to perform the functions assigned to the said authorities or similar functions;

c. The term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State;

d. The term "designated airline" means an airline which one Contracting Party has designated, in accordance with article 3 of this Agreement, for the operation of the agreed air services;

e. The term "tariff" means the prices that must be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including commissions and additional remuneration for the issue or sale of transport tickets, but excluding remuneration and conditions for the carriage of mail.

2. The annex of this Agreement forms an integral part thereof. All reference to the Agreement shall include reference to the annex except where expressly provided otherwise.

¹ Applied provisionally from 13 March 1979, the date of signature, and came into force definitively on 10 April 1980, the date on which the Contracting Parties had notified each other that their constitutional procedures had been completed, in accordance with article 20 (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; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

Article 2. TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement, for the purpose of establishing air services on the routes specified in the schedules of the annex. Such services and routes are hereinafter called "the agreed services" and "the specified routes".

2. Subject to the provisions of this Agreement, the Contracting Parties shall mutually grant the following rights to the designated airlines:

- (a) To fly across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes;
- (c) To take up and set down passengers, baggage, cargo and mail in the territory of each Contracting Party at the points specified in the annex of this Agreement, destined for or coming from the territory of the other Contracting Party at the points specified in the said annex;
- (d) To take up and set down passengers, baggage, cargo and mail in the territories of third States, at the points specified in the annex of this Agreement, destined for or coming from points in the territory of the other Contracting Party specified in the said annex.

3. Nothing in this article shall confer on the designated airline of one Contracting Party the right of taking up in the territory of the other Contracting Party, for remuneration, passengers, baggage, cargo and mail destined for another point in the territory of that other Contracting Party.

Article 3. DESIGNATION AND AUTHORIZATION

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. Subject to the provisions of paragraphs 3 and 4 of this article, the aeronautical authorities which have received the notification of designation shall 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 to withhold the operating authorization mentioned in paragraph 2 of this article, or to impose such conditions as it may deem necessary for the exercise of the rights specified in article 2 of this Agreement, when the said Contracting Party does not have proof that majority ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. Notwithstanding the provisions of this article and article 4, either Contracting Party may designate a joint airline constituted in accordance with articles 77 and 79 of the Convention, and this airline shall be accepted by the other Contracting Party.

6. 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 a tariff established in accordance with the provisions of article 11 of this Agreement is in force.

Article 4. SUSPENSION AND REVOCATION

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 this 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) Subject to the provisions of article 3, paragraph 5, the said airline cannot prove that preponderant ownership and effective control thereof are vested in the Contracting Party designating the airline or in its nationals, or
- (b) The said airline has failed to comply with, or seriously neglected, the laws and 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 this Agreement.

2. Such a right shall be exercised only after consultation with the other Contracting Party, unless revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this article are immediately required in order to avoid further infringements of laws and regulations.

Article 5. PROVISIONS CONCERNING CAPACITY

1. The designated airlines shall have 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 unduly the agreed services of the latter airline.

3. The capacity of transport offered by the designated airlines shall be adapted to traffic demand.

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

5. 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 condition that the capacity shall be adapted:

- (a) To traffic demand from and to the territory of the Contracting Party which has designated the airline;
- (b) To traffic demand 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 6. EXEMPTION FROM CUSTOMS DUTIES AND TAXES

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, and articles for sale to passengers in limited quantities during the flight shall, on entering the territory of the other Contracting Party, be exempt from all duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. The following shall also be exempt from the same duties and taxes:

- (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 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 that 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. DIRECT TRANSIT

Passengers, baggage and cargo in direct transit across the territory of one 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 taxes and duties, including customs duties.

Article 8. APPLICATION OF LAWS AND REGULATIONS

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. PRINCIPLE OF EQUAL TREATMENT

1. Neither Contracting Party shall have the right to grant any preferences to its own airline as compared with the designated airline of the other Contracting Party in the application of the laws and regulations provided for by article 8 of this 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 must be paid by national aircraft operating on scheduled international services.

3. The designated airline of one Contracting Party shall have the right to maintain representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff composed of

nationals of both Contracting Parties. For commercial activity, the principle of reciprocity shall be applicable.

Article 10. RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued or validated by one of the Contracting Parties shall be recognized as valid by the other Contracting Party during the period of their validity.

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

Article 11. TARIFFS

1. The tariffs which each designated airline shall apply for carriage from or to 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. To that end, the designated airline shall apply, wherever possible, 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 other Contracting Party at least sixty 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 neither of the aeronautical authorities gives notice of its disapproval within a period of thirty days from the date of submission, 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 shall endeavour to determine the tariffs by mutual agreement. These negotiations shall begin thirty days after it has been clearly established that the designated airlines cannot agree or after the aeronautical authorities of one Contracting Party have expressed to the aeronautical authorities of the other Contracting Party their disapproval of the tariffs.

5. In default of agreement, the dispute shall be submitted to the procedures 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 this Agreement, but no longer than twelve months from the day of disapproval by the aeronautical authorities of one of the Contracting Parties.

Article 12. FLIGHT SCHEDULES AND NON-SCHEDULED FLIGHTS

1. The designated airline of one Contracting Party shall submit its flight schedules for the approval of the aeronautical authorities of the other Contracting Party at least thirty days before starting operation of the agreed services. The same regulations shall also apply to any subsequent change in flight schedules.

2. The designated airline of one Contracting Party must request permission from the aeronautical authorities of the other Contracting Party for the non-scheduled flights it wishes to operate on the agreed services in addition to the approved flight schedules. As a general rule, such a request must be made at least two business days prior to the departure of the flight.

Article 13. TRANSFER OF EARNINGS

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 realized 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 be applicable.

Article 14. STATISTICS

The aeronautical authorities of the Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to traffic on the agreed services.

Article 15. CONSULTATIONS

1. Each Contracting Party or its aeronautical authorities may request a consultation with the other Contracting Party or with its aeronautical authorities.

2. A consultation requested by one of the Contracting Party or its aeronautical authorities shall begin within a period of sixty days from receipt of the request.

Article 16. SETTLEMENT OF DISPUTES

Any dispute relating to the interpretation or application of this Agreement or the annex thereto must be settled, in the first place, by the aeronautical authorities of both Contracting Parties, failing which, the dispute shall be settled through the diplomatic channel.

Article 17. REGISTRATION

This Agreement and its subsequent amendments shall be registered with the International Civil Aviation Organization.

Article 18. CONFORMITY WITH MULTILATERAL CONVENTIONS

This Agreement shall be brought into line with any multilateral convention which may become binding on both Contracting Parties.

Article 19. DENUNCIATION

1. Each Contracting Party may denounce this Agreement at any time by giving written notification; such notification shall be communicated simultaneously to the International Civil Aviation Organization.

2. The denunciation shall become effective at the termination of a time-table period; a period of twelve months must have elapsed from the date of receipt of the denunciation. However, the denunciation may be withdrawn by mutual agreement before this period expires.

3. In default of acknowledgement of receipt by the other Contracting Party, the denunciation shall be deemed to have been received fourteen days after the date

on which the International Civil Aviation Organization will have been informed thereof.

Article 20. ENTRY INTO FORCE AND AMENDMENTS

1. This Agreement shall be applied provisionally from the date of its signature. It shall enter into force when the Contracting Parties have notified each other of the fulfilment of their constitutional formalities governing the conclusion and entry into force of international agreements.

2. Any amendment of this Agreement shall be applied provisionally from the date of its signature. It shall enter into force when the Contracting Parties have notified each other of the fulfilment of their constitutional formalities.

3. Amendments to the annex may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date of their signature and shall 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 this Agreement.

DONE at Nouakchott on 13 March 1979, in duplicate, in the French language.

For the Swiss Federal
Council:

R. -E. CAMPICHE

For the Government
of the Islamic Republic
of Mauritania:

V. O. MAYOUF

ANNEX

ROUTE SCHEDULES

Schedule I

Routes on which the designated airline of Switzerland may operate air services:

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Mauritania</i>	<i>Points beyond Mauritania</i>
Points in Switzerland	One point in Europe or in Africa	One point in Mauritania	One point in Africa

Schedule II

Routes on which the designated airline of the Islamic Republic of Mauritania may operate air services:

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond Switzerland</i>
Points in Mauritania	One point in Africa or in Europe	One point in Switzerland	One point in Europe

NOTES. 1. Points on the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

2. Points on the specified routes need not necessarily be served in the order in which they have been specified, provided that the service in question is operated on a route that is generally direct.
 3. Each designated airline may terminate any of the agreed services in the territory of the other Contracting Party.
 4. Each designated airline may serve points not mentioned, provided that traffic rights are not exercised between such points and the territory of the other Contracting Party.
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