

No. 22048

**FRANCE
and
SWITZERLAND**

**Convention concerning the construction and operation of
the Basel-Mulhouse Airport at Blotzheim (with an-
nexes). Signed at Berne on 4 July 1949**

Authentic text: French.

Registered by France on 19 July 1983.

**FRANCE
et
SUISSE**

**Convention relative à la construction et à l'exploitation de
l'aéroport de Bâle-Mulhouse, à Blotzheim (avec an-
nexes). Signée à Berne le 4 juillet 1949**

Texte authentique : français.

Enregistrée par la France le 19 juillet 1983.

[TRANSLATION — TRADUCTION]

CONVENTION¹ BETWEEN FRANCE AND SWITZERLAND CONCERNING THE CONSTRUCTION AND OPERATION OF THE BASEL-MULHOUSE AIRPORT AT BLOTZHEIM

CONVENTION

Article 1. ESTABLISHMENT OF A FRANCO-SWISS PUBLIC AGENCY

1. The French Government and the Swiss Federal Council agree to construct and operate jointly a commercial airport in the best interests of the parties and in accordance with the principles and rules of this Convention and its annexes, which form an integral part thereof.

2. To this end, a public agency shall be established, to be known as the Basel-Mulhouse Airport.

The said agency shall hereinafter be referred to as “the Airport”.

3. The Airport shall be governed by the by-laws and the airport development plan annexed hereto and by French law in so far as it is compatible with this Convention and its annexes.

4. The State Council of the Canton of Basel-Stadt shall represent the Swiss Federal Council, in accordance with technical and financial arrangements to be decided between the two Authorities in all matters related to the obligations deriving from the construction and operation of the airport.

Article 2. CONSTRUCTION OF THE AIRPORT

1. The airport shall be constructed on the territory of the communes of Blotzheim, Hesingue, Bourgfelden and Saint Louis.

2. The French Government shall make available to the Airport the facilities which it has already constructed. It undertakes to acquire, place in the public domain and also make available to the Airport the land necessary for the airport and its facilities and for rail and road connections.

3. The Swiss Federal Council undertakes to be solely responsible for the start-up costs, as defined in the annexed airport development plan and the airport layout plan and estimate.

Such works and facilities shall be executed by the Airport. At the request of the Swiss Federal Council, the Airport shall conclude contracts with Swiss personnel and contractors for amounts not exceeding two thirds of the total expenses to be borne by the Swiss Confederation.

The amounts payable by the Swiss Confederation pursuant to the preceding paragraph may, with the exception of those stipulated as payable in Swiss francs to Swiss personnel and contractors, be paid in French francs under a special agreement to be concluded between the two Governments.

4. The French Government undertakes to declare such works and facilities to be urgent and in the public interest.

¹ Came into force on 25 November 1950 by the exchange of the instruments of ratification, which took place at Paris, in accordance with article 21.

5. The two Governments undertake:

- To issue any authorizations necessary for linking the airport to any public works in either country which would assist in its operation, such as roads, railways, electric and telephone lines;
- To provide the air clearance at the airport equal to that of any other airfield of the same size. French and Swiss legislation on airspace restrictions shall be applicable, respectively, in French and Swiss territory. Local agreements shall be concluded in order to ensure that clearance planes in Swiss and French territory are properly aligned.

Each of the two Governments shall bear the expense of such arrangements in its territory.

6. With a view to facilitating customs and police inspections, the facilities and buildings shall comprise three sectors:

- A sector assigned to the French services responsible for the inspection of passengers and cargo entering or leaving France;
- A sector assigned to the Swiss services responsible for the inspection of passengers and cargo entering or leaving Switzerland;
- A runway sector, assigned to general airport services and passenger and cargo traffic.

Article 3. ORGANIZATION OF THE AIRPORT

1. The Airport shall be managed by a Board of Directors, assisted by a Director, Airport Manager and various assistants.
2. The by-laws shall specify the powers of the Board of Directors, Director, Airport Manager and assistants.

Article 4. JURISDICTION

1. The Airport shall be responsible for the operation of existing and future works and facilities, with the exception of the following services:
 - (a) General radioelectric (radio telegraphy, radiocommunication and radio direction-finding), teletype and meteorological services;
 - (b) Air navigation and runway management;
 - (c) Air traffic control;
 - (d) Health inspection;
 - (e) Customs and police.

2. The first three services shall be the responsibility of the French Government. The services mentioned in (d) and (e) shall be provided by the French and Swiss Governments. To that end, the Swiss Federal Council may delegate the necessary powers to the State Council of the Canton of Basel-town.

3. In all matters pertaining to functions and discipline, civil servants, officials and staff members of the Swiss administrations in the services mentioned in (d) and (e) shall be answerable exclusively to the Swiss authorities.

They may wear their regulation uniforms within the airport and between the airport and their homes.

Article 5. OPERATING EXPENSES AND PROFITS

1. Each Government shall bear the cost of customs, police and health services.
2. Surplus revenue available after article 36 of the by-laws has been applied shall be paid to the Governments in proportion to the traffic in passengers or cargo of every category entering or leaving Switzerland or France, in accordance with arrangements to be decided by mutual agreement between the two Governments.
3. Any deficit shall be shared between the two Governments in accordance with the rule set forth in the preceding paragraph.

Article 6. APPLICABLE LEGISLATION

Only French legislation and regulations shall be applicable within the airport, except where this Convention and its annexes expressly provide to the contrary.

Article 7. CUSTOMS ROAD

1. The airport shall be directly linked to the Franco-Swiss border by a road designated for airport traffic. The airport and the road shall be fenced off from the rest of French customs territory. Subject to any arrangements which may be made by mutual agreement to open it to general traffic, this road shall be part of the sector assigned to Swiss services in accordance with articles 2 and 8.
2. Police inspections along this road shall be conducted jointly by the French and Swiss authorities.
3. Neither police nor customs inspections shall be conducted at the Franco-Swiss border on the airport service road. The two Governments reserve the right, however, to conduct inspections at any time if special circumstances so warrant.

Article 8. SWISS INSPECTION ZONE IN THE AIRPORT

1. In accordance with article 2, a clearly delimited zone shall be created within the airport, in which the Swiss authorities shall have the right to make thorough inspections of passengers and cargo entering or leaving Switzerland.
2. In conducting such inspections, the Swiss authorities shall apply their national laws and regulations.
3. Such inspections shall be made before or after the French inspections, depending on whether the passengers and cargo are leaving or entering Switzerland.
4. Swiss laws and regulations shall apply:
Upon entry into Switzerland:
 - To passengers, from the time at which Swiss inspection begins or the passengers attempt to evade such inspection;
 - To cargo, from the time at which it has been declared to Swiss customs or an attempt is made to conceal it from Swiss customs;Upon departure from Switzerland:
 - To passengers and cargo, until completion of the Swiss inspection.
5. In the case of passengers and cargo entering or leaving Switzerland, the French customs authority shall merely exercise supervision between the Swiss zone and the aircraft. In this case, passengers' effects and baggage and cargo shall not be liable to any French import or export duty or to any French ban on entry or exit.

6. The Swiss customs authority shall have the right to transfer to Swiss territory cargo seized or detained in that zone for violation of Swiss laws and regulations.

7. The powers of the Swiss police services in the zone described in paragraph 1 shall be defined in a general convention between the French and Swiss Governments concerning the respective rights of the Swiss police services in France and of the French police services in Switzerland.

Article 9. TRANSIT VISA

No French visa shall be required by persons of any nationality who are in transit through French territory without leaving the airport or by persons who board or land at the airport when travelling to or from Switzerland.

Article 10. CUSTOMS EXEMPTIONS

1. The various materials or equipment needed for works and facilities shall be exempt from all import duties and taxes in the manner provided for in article 5 of the airport development plan.

Nothing shall prevent the importation into France, in the Swiss zone of the airport, or the subsequent re-exportation of articles or materials necessary for the operation of services, the repair or refuelling of aircraft, or the establishment of and provision of supplies to related businesses.

No duties or taxes shall be paid on importation or subsequent re-exportation.

2. On their installation in France, officials of the Airport and staff members of the Swiss administrations shall be exempt from customs duties and other charges on furniture, effects and other used household articles. However, duty shall be payable on household supplies and beverages.

Article 11. GROUND POLICE

The airport may be guarded by French and Swiss guards. The guards shall be directly responsible to the Airport Manager. Only sworn French officials shall be empowered to draw up official reports.

Article 12. CUSTOMS INSPECTION IN THE RUNWAY SECTOR

In the runway sector, the Swiss authorities shall be authorized to inspect aircraft arriving from or bound for Switzerland, as well as the cargo and passengers on board. In this case, they shall apply the Swiss customs regulations. When French or Swiss customs regulations require the seizure or distraint of cargo, the customs authority of the exporting country shall have priority.

Article 13. JOINT FRANCO-SWISS CUSTOMS COMMISSION

1. A permanent Franco-Swiss Commission shall be established immediately upon the entry into force of this Convention. It shall be composed of three French members and three Swiss members. The chairman, to be chosen alternately from among the French members and the Swiss members, shall be appointed by the Commission itself; he shall not have the casting vote.

The functions of this Commission shall be:

- To resolve any difficulties in the customs service which may arise from the implementation of the arrangements set forth in this Convention;

- To take the necessary measures to adapt the customs service to traffic requirements;
- To prepare announcements and proposals concerning the customs service for the two Governments.

2. Cases in which the Commission has been unable to reach agreement shall be referred immediately to the two Governments for settlement through the diplomatic channel or, if necessary, according to the procedure set forth in article 20.

Article 14. AIR TRAFFIC REGULATIONS AND POLICE

1. Aircraft manoeuvring in the traffic zone of the airport, particularly in the manoeuvring area, shall be subject to French air traffic regulations.

2. With regard to the requirements to be met by aircraft, it is agreed:

- That all Swiss or French aircraft shall be subject to their national legislation;
- That all aircraft of third States shall be subject to international regulations or, failing that, to French law.

Article 15. USE OF THE AIRPORT BY AIRCRAFT

1. All non-commercial civil aircraft shall be given general authorization to use the airport if they are allowed to operate in France or in Switzerland.

2. This authorization shall also apply to all Swiss civil aircraft operating non-stop flights outside Swiss territory.

3. Swiss civil aircraft engaged in international services, within the meaning of article 6 of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,¹ and civil aircraft of third States engaged in such services operating in Switzerland shall enjoy the right of transit necessary for access to the airport, subject to an authorization which the Swiss Federal Council shall seek from the French Government, for each service, through the diplomatic channel. The authorization requested may be denied only on grounds of national security.

4. All Swiss civil aircraft engaged in international transport other than those referred to in the preceding paragraph shall be authorized to use the airport to the extent that they operate to and from the sector of the airport assigned to Swiss services, as it is defined in article 2.

If used for the same purposes, the civil aircraft of third States shall be given the same authorization, under similar conditions and subject to Swiss regulations on the subject, provided that they are not denied access to the airport on grounds of national security.

5. Use of the airport by military aircraft shall be authorized only for activities identical to civil aviation activities and on the responsibility of the Airport Manager.

Article 16. COMMERCIAL RIGHTS

1. Swiss civil aircraft shall enjoy the same commercial rights at the airport as they would at a Swiss airport.

2. For the civil aircraft of third States, international traffic rights at the airport shall be granted by each of the two Governments, respectively, for traffic entering or leaving its own territory.

¹ 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 17. DISSOLUTION OF THE PUBLIC AGENCY

1. The Airport may be dissolved by amicable agreement between the parties or following denunciation of the Convention by either of them.

2. Unless the denunciation made by one of the parties has been motivated by the other party's serious failure to meet the obligations deriving from this Convention, it shall be notified through the diplomatic channel at least six months before the closing date of the financial year and take effect on the said closing date. The Airport shall then be dissolved in accordance with the following rules:

(a) If the denunciation is made by the Swiss Federal Council, all works and facilities built on French territory in accordance with the annexed by-laws, airport development plan, airport layout plan and estimate shall become the property of the French State without compensation.

The French State shall have the option of acquiring all other works and facilities, as well as equipment and supplies belonging to the Airport, for compensation to be determined by expert appraisal: In the case of depreciable assets, normal depreciation shall be allowed in calculating such compensation. The amount of the compensation shall be paid to the Airport, which shall be liquidated in the manner provided for in article 37 of the by-laws.

(b) If the denunciation is made by the French Government, the French State shall acquire title to the works and facilities referred to in subparagraph (a), provided that it pays compensation to the Swiss Confederation for the works and facilities built at the sole expense of or with a special contribution from the Swiss Confederation. Such compensation, payable in Swiss francs, shall be equal to the original value in Swiss francs of such works and facilities or to the Swiss contribution *pro rata*, less normal depreciation which shall be determined, if necessary, by expert appraisal and shall not be less than two per cent annually from the time of start-up.

The French State may also recover the other works and facilities, as well as equipment and supplies belonging to the Airport, in the manner provided for in subparagraph (a).

3. In case the foregoing provisions should be applied, a statement showing the amount of compensation corresponding to the various works and facilities likely to be acquired shall be attached every year to the estimate of revenue and expenditure.

4. If the denunciation is motivated by a serious failure by the other party, recovery of the works and facilities shall be effected in accordance with the foregoing rules, on the assumption that the initiative to denounce was taken by the party at fault.

It shall take effect within three months from the date of its notification through the diplomatic channel.

Article 18. SUSPENSION OF THE CONVENTION

1. In the event of war or a state of siege, or on grounds of national security, this Convention may be suspended by decision of the French Government, following written notice to the Swiss Federal Council.

2. Throughout the period of the suspension, the cost of maintaining the airport shall be borne by the French Government.

Article 19. REVISION OF THE BY-LAWS AND AIRPORT DEVELOPMENT PLAN

Revision of the by-laws and airport development plan, initiated by decision of the Board of Directors taken by a two-thirds majority of the current members, may be effected by agreement between the two Governments.

Article 20. ARBITRATION CLAUSE

Any dispute relating to the interpretation or implementation of this Convention which cannot be settled by direct negotiations may be referred, at the request of either of the two Governments, to the International Court of Justice.

Article 21. RATIFICATION AND ENTRY INTO FORCE OF THE CONVENTION

This Convention shall be ratified and the instruments of ratification shall be exchanged at the earliest possible date in Paris.

It shall enter into force upon the exchange of the instruments of ratification.

DONE at Berne on 4 July 1949, in duplicate.

For the Government
of the French Republic:

[Signed]

H. HOPPENOT

For the Swiss Federal Council:

[Signed]

MAX PETITPIERRE

ANNEX I. BY-LAWS

Article 1. PURPOSE OF THE PUBLIC AGENCY

The purpose of the public agency known as the Basel-Mulhouse Airport shall be the construction and operation of an airport, established on French territory, to be used exclusively for civil aviation, in accordance with the clauses and conditions set forth in the Convention and in the annexed by-laws, airport development plan, airport layout plan and estimate and, in general, all industrial operations and commercial, financial, and immovable and movable property transactions directly or indirectly connected, in whole or in part, with any of the purposes of the public agency or any other similar or related purpose.

Article 2. HEADQUARTERS OF THE PUBLIC AGENCY

The headquarters of the public agency shall be located in France, in the territory of the commune of Blotzheim.

CHAPTER I. BOARD OF DIRECTORS

Article 3. COMPOSITION OF THE BOARD OF DIRECTORS

1. The Board of Directors of the public agency shall be composed of 16 members:

- Half of French nationality, appointed by order of the Minister of Public Works, Transport and Tourism,
- Half of Swiss nationality, appointed by decision of the Chief of the Federal Department of Postal Services and Railways.

2. The members of the Board of Directors may receive directors' fees, the amount of which shall be included in the overheads of the Airport. The Chairman and Vice-Chairman, and in some cases other members of the Board entrusted with special functions, shall be given allowances for entertainment expenses. Travel and subsistence expenses of directors for the Board meetings shall be reimbursed on presentation of statements accompanied by any pertinent vouchers.

3. The amount and means of payment of such allowances and grants shall be determined by decision of the Board of Directors, subject to ratification by the competent French and Swiss authorities, in accordance with article 13.

Article 4. REQUIREMENTS FOR MEMBERSHIP OF THE BOARD

Only persons of French or Swiss nationality who enjoy civil and political rights may be members of the Board of Directors.

Article 5. CONFLICT OF INTEREST

The members of the Board of Directors may not acquire or retain a direct or indirect interest in an enterprise, whether it is a sole proprietorship or a civil or commercial company, or in a subsidiary of an enterprise which conducts business with the Airport, unless they are authorized to do so by special decision of the Board of Directors taken by a two-thirds majority and based on an opinion of the Controllers provided for in article 23.

Article 6. RENEWAL; VACANCIES; REPLACEMENTS

1. Members of the Board of Directors shall be appointed for a term of six years; the competent authority shall have the right, in accordance with article 3, to replace half the members every three years starting from the time of the first appointment.

2. Members who no longer possess the capacity in which they were designated or appointed shall automatically forfeit membership of the Board of Directors. Members who are absent from meetings for three months without a valid reason shall be declared by the Board of Directors to have resigned.

3. Vacancies created by death, resignation, expiry of term of office or any other reason shall be notified immediately by the Chairman of the Board of Directors to the competent French and Swiss authorities.

4. The competent French and Swiss authorities shall provide replacements to serve out the unfinished terms of members who have ceased to be on the Board of Directors. Replacements shall be made in accordance with the rules established for appointment and the category of the members to be replaced. The competent French and Swiss authorities shall transmit the names of the new members to the Chairman.

Article 7. DISSOLUTION OF THE BOARD OF DIRECTORS

The Board of Directors may be dissolved for activities contrary to the public interest, by a joint decision of the French and Swiss Governments based on the report of the Controllers. It shall, in this case, be provisionally replaced by a delegation established by the same decision for the purpose of discharging current business. A new Board shall be designated in the manner described above within a maximum period of three months.

CHAPTER II. OPERATION OF THE BOARD OF DIRECTORS

Article 8. CHAIRMAN, DIRECTOR, SECRETARY

1. The Board shall choose:

- From among its members: its Chairman, its Vice-Chairman;
- From outside the Board: the Director, the Deputy Director.

2. The Chairman and the Director must be of different nationalities; the same shall apply for the Chairman and Vice-Chairman, and the Director and Deputy Director.
3. Their appointment shall be subject to the approval of the competent French and Swiss authorities.
4. The duties of the Chairman and the Vice-Chairman shall normally coincide with their terms of office as Board members. The same members may be reappointed to these duties if their terms of office are renewed. The Board may at any time remove them from their duties. Removals shall take place in the same manner as appointments.
5. The Board shall designate its Secretary, who need not be a member.

Article 9. RULES OF PROCEDURE; STEERING COMMITTEE

The Board of Directors shall establish its rules of procedure. A Steering Committee shall be formed within the Board, composed of an equal number of French and Swiss members, including the Chairman and Vice-Chairman. The Board shall delegate some of its functions to the Committee, which shall periodically inform the Board of its activities.

Article 10. MEETINGS; DELIBERATIONS

1. The Board of Directors shall meet, when convened by its Chairman, at least eight times a year and more frequently if warranted by the interests of the Airport and the requirements of the service. The Chairman shall also be required to convene a meeting of the Board immediately if he is requested to do so by at least half the members.
2. Deliberations of the Board shall not be valid unless half the current members of both the French group and the Swiss group are present. However, if there is no quorum, the Board may be convened to another meeting, with the same agenda, which must be scheduled at least three full days after the first. The deliberations shall then be valid regardless of the number of members present, provided that it is not less than four and that both nationalities are represented.
3. Decisions shall be taken by an absolute majority of the members voting. In the event of a tie, the Chairman shall have the casting vote.
4. Any member who is unable to attend may designate a Board member of the same nationality as his proxy, but no member may have more than two votes.
5. Members of the Board of Directors shall be bound by professional secrecy. Any violation shall be punishable in accordance with the national legislation of the persons concerned.
6. The Director and the Airport Manager may be present in an advisory capacity at meetings of the Board of Directors and Steering Committee, except when the financial statements or their personal situation are being discussed.

Article 11. MINUTES; COPIES; EXTRACTS

1. Minutes of the deliberations of the Board of Directors shall be kept, entered in a special register and signed either by the Chairman, a member whose nationality is different from that of the Chairman and the Secretary or, if the Chairman is unable to sign, by the majority of the members present and the Secretary.
2. Copies or extracts of such minutes to be produced as evidence in court or elsewhere shall be signed by the Chairman of the Board of Directors, or by two members of different nationality, or by a representative whom the Board has designated.
3. A certified copy of the minutes of each meeting shall be sent to the competent French and Swiss authorities.

Article 12. POWERS OF THE BOARD OF DIRECTORS

1. The Board of Directors shall be given the broadest powers to act on behalf of the Airport and to perform or authorize all acts and operations related to its activity.

2. It shall have *inter alia*, and subject to article 13, the powers enumerated in the following indicative and non-limitative list:

It shall define the general policy of the Airport.

It shall represent the Airport in relation with third parties and with the French and Swiss administrations and Governments.

It shall establish the rules and regulations of the Airport.

It shall set up branches or offices wherever it deems necessary, in France and in Switzerland.

It shall draw up the plan for the organization and operation of Airport services and establish the staffing table, by general categories, with the exception of services under the exclusive authority of the French or Swiss Government.

It shall arrange for the appointment, decide on the removal, and establish the conditions of employment and retirement of all officials and employees of the Airport, with the exception of the Airport Manager, the chiefs of the radio-electrical and meteorological services and the officials appointed by the French and Swiss Governments with a view to providing the services which are to remain under their management; regarding such persons, it may only express a preference.

It shall, subject to article 22, establish the remuneration, salaries, allowances, refunds and bonuses of all officials and employees; it shall set up staff relief and pension funds.

It shall fulfill the necessary requirements to bring the Airport into compliance with the laws of the countries in which it may be required to operate and shall appoint the officials responsible.

It shall draw up an estimate of revenue and expenditure which must be communicated, at least three weeks prior to the deliberations, to the Controllers provided for in article 23.

It shall collect amounts due to and pay amounts owed by the Airport.

It shall decide how to invest available sums and control the use of the reserve fund.

It shall sign, endorse, accept and pay negotiable instruments.

It shall make decisions on contracts, bids and tenders concluded on a standard-rate or other basis, concerning the operations of the Airport.

It shall authorize acquisitions, withdrawals, transfers and disposal of annuities, securities, receivables, patents or patent licences and any transferable rights.

It shall grant, assign or terminate leases and rentals with or without purchase options.

It shall authorize the acquisition and exchange of immovable property and the sale of such property as it deems to be of no value, with the exception of immovable property or rights which are within the public domain of the State.

It shall decide on the execution of construction and works.

It shall draw up annually, subject to available resources, a complete schedule of regular and special works to be executed and shall approve the preliminary designs or plans for them.

It shall approve the overall building plan of the airport and any modifications thereto, together with any expansions and additions which may become necessary.

It may initiate measures necessary to generate resources to cover the costs of administration, maintenance, operation or improvement and, in particular, shall establish the conditions of use and the rate of taxes and fees to be charged at the airport.

It shall contract loans by opening lines of credit or by other means.

It shall grant mortgages, effect delegations, and furnish collateral, security, endorsements and other personal and real guarantees for assets belonging to the Airport.

It shall issue loans and advances.

It shall examine and transmit to the French and Swiss Governments, with its conclusions, the annual report of the Director and draw up financial statements, inventories and accounts.

It shall participate in legal proceedings as both plaintiff and defendant.

It shall authorize transactions, compromises, submissions to judgement, withdrawal from suit, concession of priority among creditors and subrogations, with or without guarantees, and the cancellation of encumbrances, seizures, stop payment orders and other claims before or after payment.

It shall give its opinion whenever consulted by the competent French or Swiss authorities on all questions which are related to the various public services and directly concern the operation of the airport.

Article 13. DECISIONS SUBJECT TO RATIFICATION

1. Decisions on the subjects enumerated in the following limitative list shall be submitted for ratification by the competent French and Swiss authorities when they have not, in the course of the deliberations, been approved by the members of the Board representing those authorities on the Board of Directors:

- Organization of the Steering Committee and delegation of certain powers of the Board of Directors either to that Committee or to the Director;
- Estimate of revenue and expenditure;
- Conditions of use and rates of taxes and fees to be charged at the airport for equipment leased, licensed or operated;
- Contracts concluded with sub-contractors for the operation of all or part of the airport works;
- Establishment of the rates at which Board members are reimbursed for travel and living expenses in connection with meetings of the Board of Directors;
- Financial transactions exceeding an amount agreed between the competent French and Swiss authorities;
- Acceptance of donations and legacies.

2. Decisions on the subjects enumerated in the following limitative list shall always be submitted for ratification by the competent French and Swiss authorities:

- Questions concerning national and international regulations;
- Airport overall building plan, designs for essential alterations to existing works and facilities, designs for new works and facilities costing more than an amount agreed between the competent French and Swiss authorities;
- Establishment of the amount of directors' fees, emoluments and allowances paid to the Chairman, Vice-Chairman, members of the Board, Director, Airport Manager, Board members entrusted with special missions, and to officials who are directly answerable to the French or Swiss Governments;
- Loans contracted through the issue of mortgage or bonds;
- Withdrawals from reserve funds.

3. Such decisions shall be considered to be approved if the competent French and Swiss authorities have not responded within one month from the date of the notification thereof.

Article 14. DUTIES OF THE CHAIRMAN AND VICE-CHAIRMAN

1. The Chairman of the Board of Directors shall convene and preside over the Board. He shall oversee the management of the Airport at all times. He shall prepare meetings of the Board and ensure that its decisions are implemented.

He shall represent the Airport in its relations with the French and Swiss Governments.

He shall prepare and transmit the report which the Board is to submit every year to the said Governments on the situation of the Airport and its various services. The report of the Director, the minutes of the meeting at which it is approved and the report of the Board must be transmitted every year before 1 April to the competent French and Swiss authorities in a general report.

2. The Vice-Chairman shall assist the Chairman. If the Chairman is absent or prevented from attending to his duties for any other reason, he shall take over all his duties provisionally. In the absence of the Vice-Chairman, the Board may designate a member for this purpose.

Article 15. LIABILITY OF THE CHAIRMAN, VICE-CHAIRMAN
AND MEMBERS OF THE BOARD

The Chairman, the Vice-Chairman and the members of the Board shall be liable in accordance with the rules of ordinary law, jointly or severally as the case may be, towards the Airport or towards third parties for violations of the Convention and its annexes and for any faults which they may have committed in the management of the Airport.

Their civil liability toward the Airport may be enforced by the Airport itself, by the French Government or by the Swiss Federal Council.

Article 16. SIGNATURE OF INSTRUMENTS

All instruments which obligate the Airport towards third parties shall be signed by the Chairman and a member of the Board or by the Director and a member of a different nationality, unless the Board of Directors has expressly authorized the Chairman or the Director or a single member to sign on its behalf.

CHAPTER III. THE DIRECTOR

Article 17. ROLE OF THE DIRECTOR

1. The Director is the executing agent of the Board of Directors. His duties shall be essentially of a financial and commercial nature.

He shall be responsible for preparing and implementing the estimate of revenue and expenditure of the Airport.

He shall represent the Airport in court and in all civil acts.

He shall at all times be specially empowered, within the limits established by decision of the Board of Directors, and in accordance with the provisions of article 13, paragraph 1, to approve projects and contracts, to enter into leases for immovable property, to effect purchases, sales, rentals and retirement of movable property, and to arrange compromises in case of disputes. His role in financial matters is defined in article 30.

2. He shall be generally empowered, within the limits of the staffing authorized by the Board of Directors, to make appointments to all posts, except those which the French and Swiss Governments have reserved for officials whom they have assigned to the Airport under articles 12, 19 and 22.

3. Appointments to management posts shall require the approval of the Board of Directors.

The Director shall draw up an annual report describing the operation of the services and the general situation of the Airport.

He shall act as general co-ordinator. He shall be answerable generally to the Board of Directors for the operation of the services entrusted to him.

His liability towards third parties and towards the Airport shall be subject to the rules laid down in article 15.

His salary shall be established by the Board of Directors and subject to ratification by the competent French and Swiss authorities.

Article 18. ABSENCE OF THE DIRECTOR

If the Director is absent, he shall be replaced by the Deputy Director. If the absence lasts longer than six months, a new Director may be appointed on the proposal of the Board of Directors.

CHAPTER IV. THE AIRPORT MANAGER

Article 19. APPOINTMENT OF THE AIRPORT MANAGER

1. The Airport Manager shall be an official of the French Government, which shall appoint him after obtaining the opinion of the Board of Directors.
2. He may be relieved of his duties only by decision of that Government, taken on the proposal or based on the opinion of the Board of Directors.
3. His salary shall be paid by the French Government, to which he is answerable, and reimbursed by the Airport. He may, however, in the manner provided for in article 22, receive allowances in an amount established by the Board of Directors, which shall be paid to him directly by the Airport.
4. His duties shall not be incompatible with those of Deputy Director.

Article 20. ROLE OF THE AIRPORT MANAGER

1. The Airport Manager shall be responsible for the management of the technical services which are under the authority of the French Government.
2. He shall be assisted in his duties by the chiefs of the radio-electrical and meteorological services, which shall be directly under his authority, and by technical personnel who may be either French or Swiss.
3. He shall be required to apply French laws and regulations. He and his chiefs of service shall bear criminal liability for their application and shall have all the authority attaching to such liability.
4. In the event of serious disagreement between the Director and the Airport Manager, the conflict shall be referred, after discussion by the Board of Directors, to the competent French and Swiss authorities.

Article 21. ABSENCE OF THE AIRPORT MANAGER AND THE CHIEFS OF THE RADIO-ELECTRICAL AND METEOROLOGICAL SERVICES

If absent, the Airport Manager shall be replaced by his French chief assistant, who shall serve as acting Airport Manager, and the chiefs of the radio-electrical and meteorological services shall be replaced by staff members of French nationality.

Article 22. AIRPORT STAFF

1. With the exception of the health inspection and customs and police service staffs, the airport staff shall comprise:
 - (a) Officials recruited directly by the Airport;
 - (b) Officials of the French and Swiss Governments, municipalities and public enterprises seconded to the Airport, in accordance with the regulations in force in their occupation, who may be returned to the civil service at any time without the measure having any disciplinary implications;
 - (c) Managerial staff responsible for providing the services which are to remain under the management of the French Government, in accordance with article 4, paragraph 1 (a) to

(c), of the Convention. Such officials shall be under the authority of the French administration. Their relations with the Airport shall be governed by articles 13, 19 and 20.

2. The salaries, wages and allowances of the officials referred to in (a) and (c) shall be paid by the Airport.

The salaries of the managerial staff referred to in (c) shall be paid by the French Government and reimbursed by the Airport. Any allowance or additional remuneration of any kind whatsoever paid directly by the Airport must be submitted for the prior approval of the competent French and Swiss authorities, in accordance with article 13, paragraph 2.

CHAPTER V. SUPERVISION

Article 23. FINANCIAL SUPERVISION

1. Each of the two Governments shall appoint a Controller responsible for monitoring the operations and situation of the Airport, the estimate of revenue and expenditure, the balance sheet and the accounts submitted by the members of the Board and the annual report of the Director.

2. The Controllers may be present in an advisory capacity at meetings of the Board of Directors, the Steering Committee and such boards and committees as may be established by the Board. They shall be sent a notice of the meeting in the same manner as Board members. They shall be able to call for Board discussion on a given subject.

3. They shall have the broadest and most general rights to scrutinize records and operations.

They shall also be able to request the dissolution of the Board of Directors in the manner provided for in article 7.

Article 24. TECHNICAL SUPERVISION

1. The competent Swiss authorities may require inspection and investigations at any time of the technical services under the authority of the French Government, with the Agreement of the Minister of Public Works, Transport and Tourism.

2. In order to evaluate the state of the Airport and its facilities, the inspectors designated shall have the broadest and most general powers to scrutinize records and operations.

CHAPTER VI. FINANCIAL ARRANGEMENTS

Article 25. GENERAL PROVISIONS

Contracts concluded by the Airport shall be subject to commercial laws and practice. Entries shall be made in the standard commercial form for transactions in cash and in kind; actual collection and payment transactions shall be effected by the means commercially in use. The earnings or losses therefrom shall be determined through inventories, the trial balance and the annual balance sheet.

Article 26. FINANCIAL YEAR

1. The financial year shall commence on 1 January and end on 31 December.

2. As an exception, the first financial year shall run from the date of establishment of the Airport until 31 December 1949.

Article 27. ESTIMATE OF REVENUE AND EXPENDITURE

1. The Board of Directors shall establish every year by 1 October the estimate of revenue and expenditure for the following financial year.

2. Estimates of ordinary and extraordinary revenue and expenditure shall be given in special sections, divided into sub-sections, which shall comprise like transactions only.

3. Expenditure for maintenance and repairs shall be compulsory.

4. The estimate of revenue and expenditure shall be submitted for the approval of the two Governments.

5. If the estimate of revenue and expenditure has not yet been approved by the commencement of the financial year, the Director may, within the limits of the estimates voted by the Board of Directors and if neither Government objects, incur actual management expenses.

6. During the financial year, supplementary estimates of revenue and expenditure designed to adjust the initial estimates may be drawn up in the same format as the original estimate of revenue and expenditure and subject to the same conditions of approval.

Article 28. ORDINARY SECTION

The ordinary section shall include, *inter alia*:

(a) As revenue:

- Taxes and fees of all kinds whose collection has been duly authorized;
- Income from property;
- Proceeds of the operation of the Airport and the equipment which it administers directly or leases;
- Subsidies paid for the maintenance and operation of the airport and its service roads;
- Withdrawals from reserve funds;
- Occasional revenue;

(b) As expenditure:

- Direct and indirect taxes;
- Loan repayments;
- Staff salaries, wages and allowances;
- Operating expenses;
- Maintenance and repair expenses.

Any deficit shall be shared between the two Governments in proportion to traffic, in accordance with article 5 of the Convention.

Article 29. EXTRAORDINARY SECTION

The extraordinary section shall include, *inter alia*:

(a) As revenue:

- Subsidies from the French State and the Swiss Confederation, public authorities, chambers of commerce and other public enterprises, or from industrial groups and individuals, given in the form of capital or annuities and earmarked exclusively for start-up costs;
- Loan capital;
- Withdrawals from reserve funds;
- Occasional revenue;

(b) As expenditure:

- Start-up costs and expenditure for improvement and expansion of the airport and its service roads, including staff costs.

Article 30. ROLE OF THE DIRECTOR IN FINANCIAL MATTERS

The Director shall issue revenue orders and incur, validate and authorize expenditure.

For this purpose, he may, on his own responsibility, authorize one or more officials previously approved by the Board of Directors to sign on his behalf.

He shall keep accounts of expenditure incurred and of revenue and payment orders issued which he shall transmit to the Accountant.

Article 31. ACCOUNTANT

1. The Accountant shall be appointed by order of the Minister of Finance and the Minister of Public Works, Transport and Tourism, after obtaining the opinion of the Board of Directors and the approval of the Swiss Federal Council.

2. He shall be responsible for the operation of the accounting services of the Airport and shall have the necessary staff working for him.

3. He shall be under the authority of the Director. However, he shall be personally and financially liable for his managerial acts.

4. On his own responsibility, he shall be in charge of the collection of revenue, the execution of payment orders issued by the Director, the cash account and the securities portfolio. He alone shall be authorized to effect transactions involving funds or securities and he shall be responsible for their safekeeping.

5. The Accountant shall post bond in an amount and manner determined by the two Governments.

Article 32. TRIAL BALANCE

1. Debit and credit year-end adjustment accounts shall be opened in order to record, at the close of the financial year, the adjustments of revenue and expenditure pertaining to each financial year.

2. The trial balance shall show separately the balance for the beginning of the financial year, for each of the accounts, and for transactions during the year, including suspense account operations and the closing balances for the financial year.

3. Closed out accounts shall be indicated separately in the trial balance.

Article 33. STATEMENTS

1. By 1 June every year, a general statement of revenue and expenditure and the balance sheet for the previous financial year shall be drawn up.

The general statement of revenue and expenditure shall consist of two sections:

- An operating statement corresponding to the ordinary section of the estimate;
- An investment account corresponding to the extraordinary section of the estimate.

A statement of loans contracted by the Airport shall be derived from the second account.

2. The general statement of revenue and expenditure and the balance sheet of the Airport shall be transmitted, together with the inventory figure and a report on the earnings or loss of the previous financial year, directly to the two Governments, which shall decide whether the financial statements shall be approved, and how profits shall be allocated, and shall finalize the balance sheet within three months from the date of receipt of these documents.

Article 34. USE OF OPERATING REVENUE

The proceeds of the taxes and operating revenue which the Airport is authorized to collect shall be used:

- First, to cover maintenance and operating expenses and loan repayments with interest;
- Second, to set up a reserve fund in the manner provided for in the following article.

Article 35. RESERVE FUND

1. Available surplus revenue shall be paid into a reserve fund, with a ceiling set by the two Governments, after consultation with the Board of Directors.
2. The Board of Directors shall decide how to invest the reserves, with the agreement of the Controllers.
3. In agreement with the two Governments, when the reserve fund has reached its prescribed ceiling, the fund shall be increased, or improvements shall be made to the airport, or a payment shall be made to the two Governments in accordance with the provisions of article 5 of the Convention.

Article 36. LIQUIDATION

In the event of dissolution resulting from an amicable agreement or from denunciation of the Convention, the Governments shall appoint one or more Board members as liquidators, whose powers they shall determine, and one accountant-liquidator, whose powers shall be identical to those of the Airport accountant.

The Appointment of the liquidators shall terminate the powers of the Board of Directors, the Director and the Accountant, whom they shall replace.

The power to approve the realization accounts and to discharge the liquidators shall be vested in the competent French and Swiss authorities.

After the liabilities and expenses of the Airport have been discharged, the net proceeds of the liquidation, including the reserve fund, shall be divided between the two Governments in proportion to the average airport traffic bound for France and Switzerland during the previous five financial years.

Article 37. IMPREST HOLDERS AND REVENUE AGENTS

1. Imprest holders may be designated by the Director for the payment of wages to temporary personnel.

2. Advances may be given to persons sent on mission for the Airport.

The ceiling on advances, the procedure for the submission of vouchers and the use of advances, as well as the manner and amount in which imprest holders must post bond, shall be determined by the Board of Directors, with the agreement of the Controllers.

Revenue agents may be designated by the Director for the collection of revenue specified by decision of the Board of Directors, with the agreement of the Controllers. The said decision shall also establish the procedure whereby such revenue shall be collected by the agents and transferred to the office of the accountant and, if necessary, the manner and amount in which the agents must post bond.

Article 38. COLLECTIONS AND PAYMENTS

1. Actual collection and payment transactions may be effected by all the means commercially in use, including bank transfer, cheque, draft, money order or postal cheque, negotiable instruments and discount of negotiable instruments.

2. Cheques or any other bank instruments of payment shall be issued by the Accountant. They shall bear the joint signature of the Accountant and the Director, unless otherwise authorized by the Board of Directors.

3. In the case of offsets, the total amount of revenue and expenditure must be shown as separate entries.

4. Garnishments or the withholding of sums payable by the Airport, notification that the said sums have been assigned or transferred, and other notifications designed to stop payment must be executed by the accountant.

Article 39. REFUSAL TO PAY

1. The Accountant shall immediately inform the Director and the Controllers of his reasons for refusing to effect a payment.
2. If the Director requires in writing and on his own responsibility that the refusal be overruled, the accountant must comply with the requisition, which he shall attach to the payment order.
3. However, no requisition may be made in the event of denial of approval by the controllers or of objection or challenge to the validity of the discharge. Requisitions in case of lack or insufficiency of funds compared with budget estimates shall not be admissible for capital expenditures.
4. The Director shall report to the Board of Directors on the payment requisitions which he has issued. The accountant shall so inform the Controllers by letter, with a copy to the Director.

Article 40. STARTING DATE OF THE PUBLIC AGENCY

The public agency known as the Basel-Mulhouse Airport may officially commence operations on the starting date of the first financial year established in the first estimate of revenue and expenditure submitted for approval by the two Governments.

ANNEX II. AIRPORT DEVELOPMENT PLAN

SECTION I. EXECUTION OF WORKS, OVERALL BUILDING PLAN

Article 1. DESCRIPTION OF THE WORKS

1. The start-up works shall be those defined in the Airport layout plan and estimate comprising annex III of the Convention.
2. Within the framework of the approved overall building plan, the works shall be executed in stages, with designs submitted for the approval of the competent French and Swiss authorities.
3. The designs for works and facilities shall be submitted for an opinion by the airport operation and inspection services.

Article 2. SITES; LAYOUTS; EXPANSIONS

The sites to be acquired and the works and facilities to be constructed for the operation of the airport shall be proposed to the two Governments by decision of the Board of Directors, in accordance with article 13, paragraph 2, of the by-laws.

Article 3. EXPANSION AND IMPROVEMENT

1. After the French Government has acquired the additional land necessary for the operation of the airport, and within the time-period prescribed, the Airport shall, at its own expense, commission a property survey and a map of the land forming part of the overall concession.
2. A duly certified true copy of the surveyor's report and of the map shall be made at the expense of the Airport and deposited in the archives of the French Government. The additional land shall thus become part of the public domain.
3. Every expansion shall give rise to another survey and shall become part of the public domain.

Article 4. FACILITIES FOR NON-COMMERCIAL SERVICES

1. The Airport shall offer all the facilities necessary for the operation of services not included in commercial operation:

- Radio-electric, teletype and meteorological services;
- Air navigation and runway services;
- Air traffic control services;
- Health inspection services;
- Customs and police services.

2. It shall, in particular, make the necessary premises available, free of charge, to the administrations responsible for providing such services, together with housing for staff members whose presence at the airport is required at all times.

3. The designs for the premises and housing facilities shall be approved by the administrations in question.

Article 5. CUSTOMS EXEMPTIONS FOR BUILDING MATERIALS AND EQUIPMENT

1. In view of the expenses incurred in the construction, operation and maintenance of the airport, the French Government shall grant exemption from all import duties and taxes for building materials and equipment to be used in the performance of the clauses of the airport development plan and the airport layout plan and estimate, and in the introduction of alterations, decided under article 13, paragraph 2, of the by-laws, in the construction, operation and maintenance of the airport. Such materials and equipment must be declared to French customs, without exception.

2. In the case of assignment to third parties, free of charge or against payment of objects granted exemption under the foregoing provisions, the French duties and taxes in effect on the date of the assignment shall be paid immediately after the prescribed foreign trade and foreign exchange have been fulfilled.

3. Any re-exportation pursuant to article 17 of the Convention shall be exempt from all duties and taxes.

Article 6. MAINTENANCE OF WORKS AND FACILITIES

1. The Airport shall maintain the existing works and facilities, and any it may have created in good order and state of repair, so that they are fully suited to their intended use at all times.

2. The cost of maintaining all the works and all the facilities shall be borne by the Airport.

Article 7. LIABILITY TOWARDS THIRD PARTIES

1. The Airport shall be liable towards third parties for damage arising from defects in the strength or in the maintenance of any works or facilities whatsoever.

2. The approval of designs by the two Governments shall not release the Airport from any liability and may in no circumstances render the two Governments liable. —

Article 8. COMPENSATION FOR THIRD PARTIES

Any compensation due to third parties as a result of the execution, maintenance or operation of the works leased shall be payable by the Airport, unless remedy can be sought from other parties, with the exception of any compensation which may be claimed because of the very existence of the airport. The latter compensation shall be payable by the two Governments, in accordance with article 5 of the Convention.

Article 9. INADEQUACY OF WORKS OR FACILITIES

If, after the airport layout plan and estimate have been fully implemented, the works or facilities prove to be inadequate, the conditions for establishing and starting up additional works or facilities shall be determined by supplementary agreement to this airport development plan, drawn up in the manner provided for in article 19 of the Convention.

SECTION II. OPERATION

Article 10. PROCEDURES FOR CUSTOMS AND POLICE FORMALITIES

1. The Airport shall give its assistance and facilitate the work of the French and Swiss administrations, which shall co-ordinate the functions and synchronize the opening hours of their respective offices.

2. The flow of passengers and cargo from one office to the other shall be regulated by officials of the French and Swiss administrations. Operations in the two offices should, as far as possible, follow each other without loss of time.

Article 11. SUB-CONTRACTORS

The Airport may, in the manner provided for in article 13 of the by-laws, entrust to French or Swiss enterprises the operation of all or part of the works or facilities and the collection of the corresponding taxes, but it shall remain personally liable both towards the French and Swiss Governments and towards third parties for the fulfilment of all the obligations incumbent on it under the Convention, the by-laws and this airport development plan.

Article 12. RELATED BUSINESSES

Related businesses installed by the Airport or its sub-contractors at the airport shall be subject to French law.

Article 13. INSURANCE

1. The Airport shall take out policies with one or more French or Swiss insurance companies. Airport users, in particular users of the tooling, may be covered by such policies, the text of which shall be made available to them, provided that they pay the premiums fixed.

2. Insurance costs shall not be included in the users' charges.

Article 14. DIRECT AND INDIRECT TAXES

1. The conditions of application of direct and indirect French taxes payable by the Airport shall be the subject of an agreement between the two Governments.

2. Swiss personnel domiciled in French territory shall not be liable for any tax or fee from which the other inhabitants of the same locality are exempt. Furthermore, Swiss officials and members of their family shall not be subject to any French police tax.

Article 15. STATISTICAL REPORT ON OPERATIONS

The Airport shall be required to submit to the French and Swiss Governments monthly and annual statistical reports on its operation, drawn up in accordance with a model to be decided by agreement between the competent French and Swiss authorities.

Article 16. CURTAILMENT OF SERVICES

1. The Airport may not file any claims for curtailment or interruption of services resulting either from temporary measures of law and order or policing measures taken by the French Government or from works of general interest which that Government commissions on public land.

2. In no instance may such measures render the French Government liable towards third parties. However, the French Government shall bear the cost of airport maintenance in proportion to the total protracted interruptions of service.

Article 17. COMPLAINTS BOOK

1. A book shall be kept at the offices of the Airport management for entering both complaints from persons against either the Airport or its personnel of any category and requests from users.

2. The Airport shall be required to inform the competent French and Swiss authorities periodically of the entries made in this book.

SECTION III. TAXES AND FEES

Article 18. RATES

On the express condition that it fulfills all its obligations under the Convention, the by-laws and this airport development plan, the Airport shall be authorized to collect and set the rates of taxes. The nature and amount of such taxes shall be determined by decision of the Board of Directors, subject to ratification by the competent French and Swiss authorities, in the manner provided for in article 13 of the by-laws.

Article 19. LEASING OF IMMOVABLE PROPERTY

Immovable property (cleared sites, facilities) may be leased to airlines and users of the airport. The leases shall contain an automatic termination clause *ipso facto* in the event of dissolution of the Airport.

Article 20. OBLIGATION OF LESSEES

Lessees may not build on leased sites or make alterations to immovable property and facilities without the authorization of the Airport, which shall be given, if warranted by the scope of the works planned, after deliberation by the Board of Directors in the manner provided for in article 13, paragraph 2, of the by-laws and with the agreement of the airport operation and inspection services.

Article 21. ARRANGEMENTS FOR COLLECTION

1. The rates in effect shall be publicized by means of posters displayed very prominently at locations reserved for this purpose.

2. A copy of such posters shall be filed at the headquarters of the Airport.

3. The Airport shall be responsible for maintaining such posters in good condition and shall replace them whenever necessary.

4. A record shall be kept of the taxes collected, following procedures to be established by the Director in agreement with the controllers.

ANNEX III. START-UP AIRPORT LAYOUT PLAN AND ESTIMATE

AIRPORT LAYOUT PLAN

This airport layout plan defines the general layout of the Airport and describes the start-up works which must be executed in accordance with article 2 of the Convention.

I. *Infrastructure*

The airport shall conform to the minimum requirements of French standard B. It shall have two runways.

The first shall form an angle of 335° with the true north and shall be used, in particular, for instrument landings.

The second shall form an angle of 260° with the true north and shall roughly follow the direction of the most frequent and strongest winds.

The width of these runways shall be 60 metres. The minimum length of the first shall be 2,000 metres and of the second 1,600 metres.

They shall be lined by grass strips, which shall be 120 metres wide on either side of the instrument landing runway and 70 metres wide on either side of the other runway.

Taxiways 25 metres in width shall link these runways to the facilities area.

In addition to the commercial aviation runways and parallel to them, one take-off strip for light aircraft may be established for each alignment. They shall be established, respectively, to the west for bearing 335° and to the south for bearing 260° of the runways to which they are parallel.

II. *Facilities*

The airport facilities shall be located at the northeast and southeast corners of the runways. They shall comprise a minimum of one air terminal with approximately 2,000 m² of floor space and annexes, which shall include general service offices and airport customs and police offices.

The annexes of the air terminal shall include garages and housing for those staff members who must reside at the airport in the interest of the service.

The interior surface area of the hangars shall be approximately 9,000 m².

The air navigation safety facilities shall include, *inter alia*, a radio direction-finding station, an instrument landing facility and a broadcasting station on a 1.5 hectare site at Bourgfelden.

III. *Road connections*

The airport shall be linked to the Swiss road system by a highway crossing the border between Saint-Louis and Bourgfelden, which will enable Swiss nationals to enter the airport without passing through customs.

This highway shall have a bed at least 20 metres wide and shall include fencing marking the customs boundary, in accordance with such arrangements as are deemed necessary by the French and Swiss customs services.

The airport shall be linked to the French road system by a road connecting with the C.D. 12 *bis*, to be extended eventually to the Bartenheim intersection. The bed of this road shall be 20 metres wide and its surface, 7 metres.

The road linking the airport to Switzerland up to the border, and the road linking the airport to the French road system up to C.D. 12 *bis* shall be considered to be among the works for which the Airport is responsible.

IV. *Area of land*

The attached plan¹ defines the maximum area of land which may be allocated to the airport.

This area of land was determined on the assumption that the runways will be extended to 2,700 and 1,900 metres respectively (class A).

Furthermore, plans were made for the possible construction of a runway 2,100 metres long next to the main runway at the site of the take-off strip for light aircraft with a bearing of 335°.

¹ The plan is not a part of the Convention. (Information supplied by the Government of France.)

The maximum surface area to be expropriated covers 405 hectares of land, of which approximately 290 hectares are in the territory of the commune of Blotzheim; 110 hectares are in the territory of Hesingue; 4 hectares are in the territory of the commune of Bourgfelden and 1 hectare is in the territory of the commune of Saint-Louis.

ESTIMATE

I. Acquisition of land	P.M.*
II. Infrastructure (take-off and landing strips, taxiways, parking areas, etc.)	850,000,000
III. Structures (air terminal, hangars, etc.)	200,000,000
IV. Electricity and telephone	20,000,000
V. Radio and instrument landing facilities	150,000,000
VI. Relocation of high-voltage line	50,000,000
VII. Roads linking the airport to the French and Swiss road systems	130,000,000
TOTAL	1,400,000,000

* Payable by the French State.