

**No. 22864**

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**MAURITIUS  
and  
SWITZERLAND**

**Agreement relating to regular air transport (with annex).  
Signed at Port Louis on 14 November 1979**

*Authentic texts: English and French.*

*Registered by the International Civil Aviation Organization on 4 April 1984.*

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**MAURICE  
et  
SUISSE**

**Accord relatif au trafic aérien de lignes (avec annexe). Signé  
à Port-Louis le 14 novembre 1979**

*Textes authentiques : anglais et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 4 avril 1984.*

## AGREEMENT<sup>1</sup> BETWEEN MAURITIUS AND THE SWISS CONFEDERATION RELATING TO REGULAR AIR TRANSPORT

### PREAMBLE

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

Desiring to develop international co-operation in the field of air transport, and  
Desiring to establish the necessary basis for the operation of regular air services,  
The Government of Mauritius and the Swiss Federal Council have appointed plenipotentiaries who, duly authorised to that effect, have agreed as follows:

#### Article 1. DEFINITIONS

1. For the purpose of the present Agreement:

(a) The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendments of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or have been adopted by both Contracting Parties.

(b) The term "aeronautical authorities" means, in the case of Switzerland, the Federal Air Office and, in the case of Mauritius, the Minister charged with responsibility for Civil Aviation, or in both cases any person or body authorized to exercise the functions presently assigned to the said authorities.

(c) The term "designated airline" means an airline which one Contracting Party has designated, in accordance with Article 3 of the present Agreement, for the operation of the agreed air services.

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

(e) The terms "territory", "air services", "international air services" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

2. The Annex attached to the present Agreement forms an integral part of the Agreement. All references to the Agreement shall include references to the Annex except where otherwise expressly provided.

<sup>1</sup> Came into force provisionally on 14 November 1979, the date of signature, and definitively on 23 December 1981, the date on which the Contracting Parties notified each other of the completion of their constitutional formalities, in accordance with article 20 (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

*Article 2. GRANT OF RIGHTS*

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

2. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy, while operating international air services:

- (a) The right to fly without landing across the territory of the other Contracting Party;
- (b) The right to make stops in the said territory for non-traffic purposes;
- (c) The right to take up and set down in the said territory at the points specified in the Annex international traffic in passengers, cargo and mail.

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

*Article 3. DESIGNATION OF AIRLINES  
AND OPERATING AUTHORISATIONS*

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 the aeronautical authorities of both Contracting Parties.

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

3. The aeronautical authorities of one Contracting Party may require the designated airline of 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 refuse the operating authorization referred to 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 the present Agreement, in any case where the said Contracting Party has no proof that the preponderant part of the ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airline may begin at any time to operate any of the agreed services, provided that the provisions of Articles 11 and 12 of the present Agreement have been complied with.

*Article 4. REVOCATION AND SUSPENSION  
OF OPERATING AUTHORIZATIONS*

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present

Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

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

2. Such a right shall be exercised only after consultation with the other Contracting Party, unless the revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to put an immediate stop to further infringements of laws and regulations.

#### *Article 5. PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES*

1. The designated airlines shall enjoy fair and equal opportunity 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 to and from the territory of the Contracting Party which has designated the airline;
- (b) To traffic demand of the areas through which the agreed service operates, local and regional services being taken into account;
- (c) To the requirements of an economic operation of the agreed services.

#### *Article 6. EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES*

1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their regular 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 duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.

2. 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 the aircraft operated on an international service by the designated airline of the other Contracting Party;
- (b) Spare parts and regular 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 to supply outbound aircraft operated on international services by the designated airline of the other Contracting Party, 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 regular board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one Contracting Party cannot be unloaded in the territory of the other Contracting Party except 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. TRANSIT TRAFFIC*

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 at the utmost be subject to a minimum control except as otherwise provided under national law. Baggage and cargo in direct transit shall be exempt from duties and taxes, 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. EQUAL TREATMENT*

1. Neither Contracting Party may grant any preferential treatment to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in Article 8 of the present Agreement.

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

3. The designated airline of one Contracting Party shall be entitled, subject to the laws and regulations relating to entry, employment, and residence of the other Contracting Party, to maintain on the territory of the other Contracting Party its representations.

*Article 10. CERTIFICATES OF AIRWORTHINESS;  
CERTIFICATES OF COMPETENCY AND LICENCES*

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognised as valid by the other Contracting Party provided that the certificates or licences were issued or validated according to standards established under the Convention.

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 issued to its own nationals or rendered valid by the other Contracting Party or by any other State.

*Article 11. TARIFFS*

1. The tariffs to be applied by each designated airline in connexion with any transportation to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route. The designated airlines shall, wherever possible, reach such agreement through the rate-fixing procedure established by the international body which formulates proposals in this matter.

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

4. If the designated airlines cannot agree, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariffs by mutual agreement. Such negotiations shall begin within thirty days from the date when it becomes obvious that the designated airlines cannot agree upon the tariffs or the aeronautical authorities of one Contracting Party have notified to the aeronautical authorities of the other Contracting Party their disapproval of the tariffs.

5. In default of agreement the dispute shall be submitted to the procedure provided for in Article 16 hereafter.

6. The tariffs already established shall remain in force until new tariffs have been fixed in accordance with the provisions of this Article or Article 16 of the present Agreement but not longer than twelve months from the day of disapproval by the aeronautical authorities of one of the Contracting Parties.

*Article 12. FILING OF AIRLINE TIMETABLES*

1. The aeronautical authorities of each Contracting Party shall ensure that the designated airline submits its timetables for approval to the aeronautical authorities of the other Contracting Party not later than thirty days prior to the operation of the agreed services. The same procedure shall apply to any subsequent modification of timetables.

2. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved timetable, it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two working days before operating such flights.

*Article 13. 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 earned in its territory on account of the carriage of passengers, baggage, cargo and mail undertaken by the said designated airline. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

*Article 14. PROVISION OF STATISTICS*

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

*Article 15. CONSULTATIONS BETWEEN AERONAUTICAL AUTHORITIES*

1. Each Contracting Party or its aeronautical authorities may request consultation with the other Contracting Party or with the latter's aeronautical authorities.

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

*Article 16. SETTLEMENT OF DISPUTES*

1. Disputes between the Contracting Parties relating to the interpretation or application of the present Agreement, which cannot be settled by direct negotiations or through diplomatic channels, shall, at the request of either Contracting Party, be submitted, within a period of two months, for decision to a competent person or an international organisation.

2. If the two Contracting Parties cannot reach agreement on the choice of the person or international organisation mentioned in paragraph 1 or if the dispute has not been settled, the dispute shall be submitted for decision to an arbitral tribunal of three arbitrators.

3. In such case, each Contracting Party shall nominate an arbitrator and the two arbitrators shall appoint a president who shall be a national of a third state. If within two months after one of the Contracting Parties has nominated its arbitrator, the other Contracting Party has not nominated its own, or, if within the month following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, each Contracting Party may request the President of the Council of the International Civil Aviation Organisation to proceed with the necessary nominations.

4. The arbitral tribunal shall determine its own procedure and shall decide on the apportionment of costs resulting from such procedure.

5. The Contracting Parties shall comply with any decision given under the provisions of this Article.

6. If and for so long as one Contracting Party fails to comply with any decision mentioned under paragraph 5 the other Contracting Party may limit, suspend or revoke any rights granted under this agreement to the Contracting Party in default.

*Article 17. REGISTRATION OF AGREEMENT  
AND AMENDMENTS*

The present Agreement and any subsequent modifications thereto shall be registered with the International Civil Aviation Organization.

*Article 18. MODIFICATION OF AGREEMENT*

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

*Article 19. TERMINATION OF AGREEMENT*

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

2. The termination shall become effective at the end of a timetable period during which twelve months must have elapsed after the date of receipt of the notice, unless the notice is withdrawn by mutual agreement before the expiry of this period.

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

*Article 20. ENTRY INTO FORCE*

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

2. Any modification of the present Agreement shall be applied provisionally from the date of its signature and shall enter into force as soon as the Contracting Parties will have notified to each other the fulfilment of the constitutional formalities.

3. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date of 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 the present Agreement.

DONE at Port Louis, on the 14th November, 1979, in two original copies, each in the English and French languages. Both texts shall be equally authentic.

For the Government  
of Mauritius:  
  
S. RAMGOOLAM  
Prime Minister  
and Minister of Communications

For the Swiss Federal Council:  
  
T. RAEBER  
Ambassador Extraordinary and Pleni-  
potentiary of Switzerland to  
Mauritius

## ANNEX

### ROUTE SCHEDULES

#### *Route Schedule I*

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

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Mauritius</i>	<i>Points beyond</i>
Points in Switzerland	Athens Cairo Khartoum One point in Saudi Arabia or Gulf Seychelles Entebbe One point in Tanzania	One point	None

#### *Route Schedule II*

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

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Switzerland</i>	<i>Points beyond</i>
Mauritius	Seychelles Bombay Mogadishu One point in Tanzania Nairobi or Entebbe Addis Ababa Khartoum One point in the Gulf Cairo Two points in Europe	One point	Two points in Europe

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

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

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

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

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