

No. 3226

**ISRAEL
and
SWITZERLAND**

**Agreement relating to air services (with annex). Signed at
Hakiryá, on 19 November 1952**

Official texts: French and Hebrew.

Registered by the International Civil Aviation Organization on 11 April 1956.

**ISRAËL
et
SUISSE**

**Accord relatif aux services aériens (avec annexe). Signé à
Hakiryá, le 19 novembre 1952**

Textes officiels français et hébreu.

Enregistré par l'Organisation de l'aviation civile internationale le 11 avril 1956.

[TRANSLATION — TRADUCTION]

No. 3226. AGREEMENT¹ BETWEEN ISRAEL AND SWITZERLAND RELATING TO AIR SERVICES. SIGNED AT HAKIRYA, ON 19 NOVEMBER 1952

The Government of Israel and the Swiss Federal Council,
Considering

That the possibilities of commercial aviation as a means of transport have greatly increased ;

That it is desirable to organize regular air services in a safe and orderly manner and to develop international co-operation in this field as much as possible ;

That it is consequently necessary to conclude an agreement between Israel and Switzerland regulating regular air transport services ;

Have appointed their plenipotentiaries who, being duly authorized thereto, have agreed as follows :

Article 1

The Contracting Parties grant to each other the rights specified in this Agreement and its annex² for the establishment of the regular international air services defined in that annex, which cross or serve their respective territories and which are hereinafter referred to as the "agreed services".

Article 2

(a) Each Contracting Party shall designate in writing to the other Contracting Party an airline to operate the agreed services.

(b) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (c) and (d) below, without delay grant the necessary operating permit to the designated airline.

(c) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it fulfils the conditions prescribed under the laws and regulations normally and reasonably applied by those authorities, in conformity with the Chicago Convention,³ to the operation of international air services.

¹ Applied as from the date of signature, on 19 November 1952, and came into force on 13 May 1955, in accordance with article 12.

² See p. 23 of this volume.

³ Convention on International Civil Aviation, signed at Chicago on 7 December 1944 : United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469 ; Vol. 178, p. 418, and Vol. 199, p. 362.

(d) Each Contracting Party reserves the right to refuse to accept the airline designated by the other Contracting Party and to impose such conditions it may deem necessary on the grant of the operating permit in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

(e) At any time after the provisions of paragraphs (a) to (c) of this article have been complied with, the airline designated and authorized may begin to operate the agreed services.

Article 3

(a) The capacity provided by the designated airlines shall be adapted to traffic requirements.

(b) On common routes the designated airlines shall take their mutual interests into account so as not to affect unduly their respective services.

(c) The agreed services shall have as their primary objective the provision of capacity adequate to meet traffic demands between the country to which the designated airline belongs and the countries of destination, having regard to existing and reasonably foreseeable requirements.

(d) The right to pick up and set down in the territory of either Contracting Party international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which the Governments of Israel and Switzerland subscribe and in such a way that capacity shall be related to :

1. the requirements of traffic destined for or coming from the Contracting Party which has designated the airline operating the said services ;
2. the requirements of economical operation of the agreed services ;
3. the traffic requirements of the areas through which the airline passes, after taking account of local and regional services.

(e) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the routes referred to in this Agreement and its annex between the territories of the two Parties.

Article 4

(a) Rates shall be fixed at reasonable levels, regard being paid to all relevant factors and, in particular, to operating costs, reasonable profit, the rates charged by other airlines and the characteristics of each service, such as speed and accommodations. The rates shall be fixed in accordance with the following paragraphs.

(b) The rates referred to in paragraph (a) above shall so far as possible be fixed by agreement between the designated airlines, which shall proceed :

1. by applying any resolutions adopted under the rate-fixing procedure of the International Air Transport Association (IATA) ; or
2. by direct agreement after consultation, where necessary, with any airlines of any third country operating all or part of the same route.

(c) The rates so fixed shall be submitted for approval to the aeronautical authorities of the Contracting Parties not less than thirty (30) days before the date laid down for their entry into force ; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

(d) Should the designated airlines fail to agree on the fixing of rates in accordance with paragraph (b) above, or should one of the Contracting Parties make known its dissatisfaction with the rates submitted to it in accordance with the provisions of the foregoing paragraph, the aeronautical authorities of the Contracting Parties shall endeavour to reach a satisfactory solution.

(e) In the last resort, the matter shall be settled in accordance with article 9 of this Agreement. Pending the announcement of an arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the rates previously in force.

Article 5

(a) The charges imposed by one Contracting Party on the designated airline of the other Contracting Party for the use of its airports and other facilities shall not be higher than would be paid by its national aircraft engaged in regular international services.

(b) Fuel and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by or on behalf of the airline designated by the other Contracting Party, and intended solely for use by the aircraft of that airline, shall, subject to reciprocity, be exempt from customs duties in accordance with national regulations. With respect to inspection fees and other national duties or charges, they shall be accorded the same treatment as if they had been taken on board national aircraft engaged in regular international services.

(c) Regular equipment and aircraft stores shall, subject to reciprocity, be accorded the same treatment as that accorded to national airlines or to the most-favoured foreign airline engaged in international air services with respect to customs duties, inspection fees and other similar national duties or charges.

Aircraft operated on the agreed services by the designated airline of one Contracting Party, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board the said aircraft shall be exempt, in the territory of the other Contracting Party, from customs duties, inspection fees and other national duties or charges, even though such supplies be used or consumed on flights in that territory.

Article 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still valid shall be recognized by the other for the purpose of operating the agreed services.

Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party.

Article 7

(a) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation, or to flights of such aircraft above its territory, shall apply to the designated airline of the other Contracting Party.

(b) The laws and regulations in force in the territory of one Contracting Party governing the entry, stay and departure of passengers, crew, mail or cargo, such as those relating to procedure, immigration, passports, customs and quarantine, shall apply to passengers, crews, mail or cargo carried by aircraft of the other Contracting Party while within that territory.

(c) Passengers in transit through the territory of either Contracting Party shall be subject to simplified control. Baggage and goods in transit shall be exempt from customs duties, inspection fees and similar charges.

Article 8

Each Contracting Party reserves the right to revoke an operating permit granted to the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary, if the airline fails to comply with the laws and regulations referred to in article 7 above or to perform its obligations under this Agreement.

Article 9

(a) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(b) If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted for decision to a tribunal of three arbitrators. Each Contracting Party shall designate one arbitrator and the third shall be selected jointly by the two Contracting Parties, provided that he shall not be a national of either Party. The Contracting Parties shall designate their respective arbitrators within two months of the date of delivery of the request for arbitration, and the third arbitrator shall be designated within one month after such period of two months. If, within the time limit specified above, either Contracting Party fails to designate its arbitrator or the third arbitrator is not designated, the arbitrator in question shall be selected by the President of the International Court of Justice in accordance with the rules of international law.

(c) The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award. Such award shall in all cases be considered as final.

(d) Each Contracting Party shall defray one-half of the costs of the arbitration proceedings.

(e) If and so long as either Contracting Party fails to comply with the awards of the arbitral tribunal, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default.

Article 10

This Agreement shall be registered with the International Civil Aviation Organization.

Article 11

(a) In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to satisfying themselves that the principles laid down in this Agreement are being applied and the purposes of the Agreement achieved satisfactorily.

(b) In the cases mentioned in article 2 (d) and article 8, each Contracting Party may request a consultation. Such consultation shall begin within the two months following the date of the request. If the consultation has not resulted in a settlement within a further period of one month, the rights defined in the aforementioned articles may be exercised.

(c) The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request :

1. traffic statistics enabling them to keep under review the frequency and capacity of the agreed services ;

2. such periodic reports as the first Contracting Party may reasonably be asked to furnish concerning the traffic carried by its designated airlines to or from the territory of the other Contracting Party, including, so far as possible, information concerning the origin and destination of such traffic.

Article 12

(a) Effect shall be given to this Agreement from the date of its signature for a period of six (6) months.

(b) On the expiry of this period, either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the other Contracting Party and to the International Civil Aviation Organization. The Agreement shall terminate six (6) months after the date of receipt of the notice by the other Contracting Party. In the absence of acknowledgement of receipt of the notice by the Contracting Party to which it was addressed, notice shall be deemed to have been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

(c) If before the expiry of the above-mentioned period of six (6) months the Contracting Parties agree to conclude a new agreement or arrange for the withdrawal of the notice of termination, the International Civil Aviation Organization shall be informed accordingly.

(d) This Agreement and its annex shall be brought into harmony with any multilateral convention relating to commercial rights in matters of civil aviation by which the Contracting Parties may in future be bound.

(e) The aeronautical authorities of the Contracting Parties may agree on modifications to the annex. Such modifications shall take effect as soon as they have been confirmed by an exchange of diplomatic notes.

(f) This Agreement shall enter into force on the date on which the Contracting Parties notify each other of its ratification by an exchange of diplomatic notes. If the instruments of ratification are not exchanged within six (6) months from the date of signature of this Agreement, either Contracting Party may bring the application of the Agreement to an end by notifying the other Party of its termination thereof, which shall take effect six (6) months following the date of the notice.

Article 13

For the purposes of this Agreement :

(a) The term "aeronautical authority" means, in the case of Israel, the Ministry of Transport and Communications, and, in the case of Switzerland, the Federal Department of Posts and Railways, or any person or body authorized to perform the functions at present exercised by the said Ministry or the said Department.

(b) The term “designated airline” means the airline which one Contracting Party shall have selected to operate the agreed services and shall have designated in writing to the aeronautical authority of the other Contracting Party in accordance with article 2 of this Agreement.

(c) The term “territory” has the meaning assigned to it by article 2 of the Chicago Convention.

(d) The term “the Chicago Convention” means the Convention on International Civil Aviation signed at Chicago on 7 December 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the Convention or its annexes under articles 90 and 94 thereof.

DONE in duplicate at Hakiryá, on 19 November 1952, in the Hebrew and French languages.

For the Government of Israel :
(Signed) M. SHARETT

For the Swiss Federal Council :
(Signed) O. SEIFERT

A N N E X

In the territory of each Contracting Party the designated airline of the other Contracting Party shall have the right of transit and of stops for non-traffic purposes and may use the airports and other facilities provided for international traffic; it shall further have the right, at the points specified in the following schedules, to pick up and set down international traffic in passengers, mail and cargo, under the terms of the Agreement.

SCHEDULE I

Services which the Israel designated airline may operate :

1. Israel–Athens–Zurich
2. Israel–Athens–Zurich–Paris

SCHEDULE II

Services which the Swiss designated airline may operate :

1. Switzerland–Athens–Lydda
2. Switzerland–Athens–Lydda–Teheran