

No. 7289

**IVORY COAST
and
SWITZERLAND**

**Air Transport Agreement (with annex). Signed at Berne,
on 17 November 1962**

Official text: French.

Registered by the International Civil Aviation Organization on 8 June 1964.

**CÔTE-D'IVOIRE
et
SUISSE**

**Accord (avec annexe) relatif aux transports aériens. Signé
à Berne, le 17 novembre 1962**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.

[TRANSLATION — TRADUCTION]

No. 7289. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF THE IVORY COAST AND THE SWISS
CONFEDERATION. SIGNED AT BERNE, ON 17 NO-
VEMBER 1962

The Government of the Republic of the Ivory Coast and the Council of the Swiss Confederation

Desiring to promote the development of air transport between the Ivory Coast and Switzerland and to further international co-operation in air transport as much as possible,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,²

Have agreed as follows :

I. GENERAL

Article 1

The Contracting Parties grant to each other the rights specified in the present Agreement for the establishment of the international civil air services enumerated in the annex hereto.

Article 2

For the purposes of the present Agreement and its annex :

(1) The word "territory" shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.

(2) The expression "aeronautical authority" shall mean :

In the case of the Republic of the Ivory Coast, the Minister responsible for air transport.

In the case of the Swiss Confederation, the Federal Air Department.

Article 3

(1) Aircraft employed in the international service by the designated airlines of one Contracting Party together with the regular equipment, reserves of fuels

¹ Applied provisionally from 17 November 1962, the date of signature, and came into force on 21 December 1963, one month after the date on which the Contracting Parties notified each other that their constitutional requirements had been fulfilled, in accordance with the provisions of article 19.

² 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. 420; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340; Vol. 355, p. 418; Vol. 409, p. 370, and Vol. 472, p. 402.

and lubricants, and aircraft stores, including foodstuffs, beverages and tobacco, shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other similar duties or charges, provided that such equipment and stores remain on board the aircraft until they are re-exported.

(2) The following shall likewise be exempt from the said duties and charges, excluding fees levied as consideration for services rendered :

- (a) Aircraft stores, irrespective of origin, taken into the territory of one Contracting Party in quantities not exceeding the limits determined by the authorities of the said Contracting Party, and placed on board the aircraft of the other Contracting Party providing international air service;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft used in international navigation by the designated airline of the other Contracting Party;
- (c) Fuels intended for supplying the aircraft used in international traffic by the designated airline of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken aboard.

(3) Regular equipment, supplies and stores on board the aircraft of one Contracting Party shall not be unloaded in the territory of the other Contracting Party, except with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties, and still valid, shall be recognized as valid by the other Contracting Party for the purpose of operations on the air routes specified in the annex hereto. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licences issued to its own nationals by the other Contracting Party.

Article 5

(1) The laws and regulations of each Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft whilst within

its territory, shall be applied to the aircraft of the airline of the other Contracting Party.

(2) Passengers, crews and shippers of goods shall be required, either personally or through a third party acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew and cargo, such as those relating to entry, clearance, immigration, customs and measures under the health regulations.

(3) Passengers in direct transit and not leaving the airport zone reserved for their use shall only be subject to a simplified control.

(4) Each Contracting Party agrees to give no preference to its own airlines *vis-à-vis* the designated airline of the other Contracting Party in the application of the regulations applying to customs, visas, immigration, measures taken in compliance with health regulations, exchange control or other regulations affecting air transport.

Article 6

(1) Each Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or amendment of the present Agreement.

(2) Such consultation shall begin within sixty days from the date of receipt of the request.

(3) Amendments of the present Agreement which may have been decided shall come into force after they have been confirmed by an exchange of notes through the diplomatic channel.

Article 7

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement between the Contracting Parties before the expiry of this period. If the Contracting Party which should receive such notice fails to acknowledge receipt thereof, the said notice shall be deemed to have been received fifteen days after its receipt at the Headquarters of the International Civil Aviation Organization.

Article 8

(1) Any dispute relating to the interpretation or application of the present Agreement which cannot be settled between the aeronautical authorities or