

No. 7564

**SENEGAL
and
SWITZERLAND**

**Air Transport Agreement (with annex). Signed at Berne,
on 23 January 1963**

Official text: French.

Registered by the International Civil Aviation Organisation on 3 February 1965.

**SÉNÉGAL
et
SUISSE**

**Accord (avec annexe) relatif au transport aérien. Signé à
Berne, le 23 janvier 1963**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 3 février 1965.

[TRANSLATION — TRADUCTION]

No. 7564. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF SENEGAL AND SWITZERLAND. SIGNED
AT BERNE, ON 23 JANUARY 1963

The Government of the Republic of Senegal and the Swiss Federal Council,

Desiring to promote the development of air services between Senegal and Switzerland and to further as much as possible international co-operation in this field,

Desiring to apply to such services 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 this Agreement for the establishment of the international civil air services listed in the annex³ hereto.

Article 2

For the purposes of this Agreement and its annex :

1. The term " territory " shall be understood as it is defined in article 2 of the Convention on International Civil Aviation,
2. The expression " aeronautical authorities " means, in the case of each of the Contracting Parties, the department in charge of civil aviation.

Article 3

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board

¹ Applied provisionally from 23 January 1963, the date of signature, and came into force definitively on 7 September 1964, one month after the date on which the Contracting Parties notified each other that the constitutional formalities had been completed, in accordance with the provisions of article 21.

² See footnote 2, p. 5 of this volume.

³ See p. 39 of this volume.

such aircraft shall, upon entry into the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other similar duties and charges, provided such equipment and supplies remain on board the aircraft until re-exported.

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

- (a) Aircraft stores, irrespective of origin, obtained in the territory of either Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and placed on board aircraft of the other Contracting Party engaged in international service;
- (b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft used in international navigation by the designated airlines of the other Contracting Party;
- (c) Fuels intended for aircraft employed in international traffic by the designated airlines 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 on board.

3. Regular aircraft equipment, materials and stores retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities until they are re-exported or declared to customs.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operating the air services specified in the annex hereto. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flight above its own territory certificates of competency and licences granted 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 and departure from its territory of aircraft engaged in international navigation or to the operation and navigation of such aircraft while within its territory shall apply to the aircraft of the airline of the other Contracting Party.

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

3. Passengers in direct transit who do not leave the airport zone reserved for them shall be subject only to a very simplified form of control.

4. Each Contracting Party agrees not to grant any preference to its own airlines over the designated airline of the other Contracting Party in the application of regulations relating to customs, visas, immigration, quarantine, currency control or other regulations affecting air transport.

Article 6

Subject to the provisions of article 14, each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit whenever it considers on sufficient grounds that it has no proof that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals or in case of failure by that airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement.

Article 7

Either Contracting Party may at any time request a consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement.

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

Such modifications of this Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

Article 8

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The Agreement shall terminate one year after the date of receipt of the notice by the