

No. 8157

**SWITZERLAND
and
ARGENTINA**

Agreement relating to scheduled air transport services (with annex). Signed at Buenos Aires, on 25 January 1956

Official texts: French and Spanish.

Registered by the International Civil Aviation Organization on 15 March 1966.

**SUISSE
et
ARGENTINE**

**Accord relatif aux transports aériens réguliers (avec annexe).
Signé à Buenos Aires, le 25 janvier 1956**

Textes officiels français et espagnol.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mars 1966.

[TRANSLATION — TRADUCTION]

No. 8157. AGREEMENT¹ RELATING TO SCHEDULED AIR
TRANSPORT SERVICES BETWEEN SWITZERLAND AND
THE ARGENTINE REPUBLIC. SIGNED AT BUENOS
AIRES, ON 25 JANUARY 1956

The Swiss Federal Council and the Government of the Argentine Republic,
Considering :

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

That this means of transport, because of its essential characteristics, permitting rapid connexions, contributes to bringing nations together,

That it is desirable to organize air communications between the Contracting Parties in a safe and orderly manner and to develop international co-operation in this field as much as possible without prejudice to national and regional interests,

That it is desirable to establish a general multilateral convention regulating scheduled international air transport,

That pending the entry into force of such a convention between the Contracting Parties, it is necessary to conclude an agreement for the operation of air services between Switzerland and the Argentine Republic in conformity with the Convention on International Civil Aviation signed at Chicago on 7 December 1944,²

Have appointed their plenipotentiaries, who, having been duly authorized for this purpose, have agreed as follows :

Article I

The Contracting Parties grant to each other, in time of peace, the rights specified in the annex hereto for the purpose of establishing the scheduled international air services described in the said annex and hereinafter referred to as « agreed services ».

¹Applied as from 25 January 1956, the date of signature, and came into force on 7 February 1963, the date on which ratification was notified mutually through the diplomatic channel, in accordance with the provisions of article 19.

²See footnote 2, p. 68 of this volume.

Article 2

(a) Each of the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights specified in the annex are granted, provided that :

1. The Contracting Party to which the rights are granted has designated one or more national airlines to serve the route or routes described in the said annex;
2. The Contracting Party granting the rights has authorized the designated airlines to inaugurate the agreed services, which, subject to paragraph (b) of this article and to article 7 below, it shall do without delay.

(b) However, before being authorized to establish the agreed services, the designated airlines may be required to give proof of their qualifications in accordance with the laws and regulations normally applied by the aeronautical authorities granting authorization and permitting operation.

Article 3

In order to prevent any discriminatory measure and to respect the principle of equality of treatment :

(a) The charges and other taxes which either Contracting Party may impose or permit to be imposed on the airlines designated by the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national airlines operating similar international services.

(b) Fuel, lubricating oils, spare parts, regular equipment and general supplies intended solely for use by aircraft employed by the airlines designated by one Contracting Party and introduced into the territory of the other Contracting Party by or on behalf of such airlines, or taken on board in such territory for use on board the aircraft of such airlines, shall be accorded by the latter Contracting Party national or most-favoured-nation treatment with respect to customs duties, inspection fees and other charges imposed on aircraft engaged in similar international services.

(c) The aircraft of one Contracting Party operating the agreed services, and fuel, lubricating oils, spare parts, regular equipment, general supplies and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees, and other charges even though such supplies be used or consumed on flights over that territory.

(d) The articles enumerated in paragraph (c) above, and enjoying the exemption therein provided may not be unloaded from the aircraft of one Contracting Party save with the approval of the customs authorities of the other

Contracting Party. Until they are re-exported or used, such articles shall remain under the customs supervision of the other Contracting Party, but their availability shall not be affected thereby.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall, during the period they are in force, be recognized by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by a third State.

Article 5

(a) The laws and regulations of either Contracting Party relating to the admission to, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other Contracting Party.

(b) The laws and regulations of a Contracting Party governing the admission to, stay in or departure from its territory of passengers, crews or cargo carried by aircraft, such as those relating to police, entry, immigration, clearance, passports, customs and quarantine, shall apply to the passengers, crews and cargo taken on board aircraft operating the agreed services.

(c) Passengers in transit across the territory of one Contracting Party shall be subject to a simplified control. Baggage and cargo in direct transit on board the aircraft of one Contracting Party shall be exempt, within the territory of the other Contracting Party, from customs duties, inspection fees and similar charges.

Article 6

(a) The airport authorities and the customs, immigration, police and health authorities of the Contracting Parties shall apply the provisions contained in articles 3 and 5 above in the simplest and most expeditious manner, in order to avoid any delay in the movement of aircraft used on the agreed services. The said authorities shall take the foregoing into account in formulating and applying the regulations.

(b) The consular, immigration and police authorities of each Contracting Party shall grant, in the simplest and most expeditious manner, entry visas valid for one year and for an unlimited number of trips to flight personnel of the airlines designated by the other Contracting Party, who are serving on board

the aircraft operating the agreed services and who hold the certificates and licences referred to in article 4 above.

Article 7

Each Contracting Party reserves the right to withhold the operating permit referred to in article 2 from an airline designated by the other Contracting Party or to revoke such a permit whenever, for valid reasons, it is not satisfied that substantial ownership and effective control of that airline are vested in nationals of the other Contracting Party. The same right may be exercised in the case of failure by an airline designated by one Contracting Party to comply with the laws and regulations of the other Contracting Party or to perform its obligations under this Agreement and its annex.

Article 8

In accordance with article 2 above, each Contracting Party shall be entitled, after previously informing the other Contracting Party, to substitute other national airlines for the airlines it has designated to operate the agreed services. The newly designated airlines shall enjoy the same rights and duties as their predecessors.

Article 9

The airlines designated by each Contracting Party shall have legal representation invested with sufficient powers to be accountable to the competent authorities of the other Contracting Party for the obligations incurred by such airlines by reason of their operation.

Article 10

Should either of the Contracting Parties consider it desirable to modify any clause of this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties. Modifications to the annex or the attached schedules may be agreed upon between the aeronautical authorities. Such consultations shall begin within a period of sixty days from the date of the request.

Any modification to this Agreement or its annex agreed upon by the said authorities shall come into force after approval communicated through the diplomatic channel.

Article 11

Should either Contracting Party intend to denounce this Agreement, it shall ask the other Contracting Party for consultation. If no agreement is reached within sixty days from the date of dispatch of the request for consultation, the