

No. 786

**SWITZERLAND
and
REPUBLIC OF KOREA**

**Agreement relating to regular air transport (with annex).
Signed at Bern on 15 December 1975**

Authentic texts: French, Korean and English.

*Filed and recorded at the request of the International Civil Aviation
Organization on 8 July 1977.*

**SUISSE
et
RÉPUBLIQUE DE CORÉE**

**Accord relatif aux transports aériens réguliers (avec an-
nexe). Signé à Berne le 15 décembre 1975**

Textes authentiques : français, coréen et anglais.

*Classé et inscrit au répertoire à la demande de l'Organisation de l'aviation
civile internationale le 8 juillet 1977.*

AGREEMENT¹ BETWEEN THE SWISS CONFEDERATION AND THE REPUBLIC OF KOREA RELATING TO REGULAR AIR TRANSPORT

The Swiss Federal Council and the Government of the Republic of Korea,
considering that Switzerland and the Republic of Korea are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,²

desiring to develop international co-operation in the field of air transport, and
desiring to conclude an agreement for the purpose of establishing regular air services between and beyond their respective territories,

have appointed plenipotentiaries who, duly authorised to that effect, have agreed as follows:

Article 1. 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;

b. the term “aeronautical authorities” means, in the case of Switzerland, the Federal Air Office and, in the case of the Republic of Korea, the Ministry of Transportation, or on 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.

2. The Annex forms an integral part of the present Agreement, and all references to the Agreement shall include references to the Annex except where otherwise provided.

Article 2. 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 to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes”.

2. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating international 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 paragraph 2 of the present Article shall be deemed to confer on the designated airline of one Contracting Party the right of taking up, in the territory

¹ Applied provisionally from 15 December 1975, the date of signature, and came into force definitively on 20 November 1976, the date on which the Contracting Parties had notified each other of the fulfilment of the constitutional formalities, in accordance with article 19.

² 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, and vol. 958, p. 217.

of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3. 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 aeronautical authorities of both Contracting Parties.

2. The Contracting Party which has received 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 airline designated by 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 not to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary for the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that a 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 the present Article, the designated airline may begin at any time to operate the agreed services, provided that tariffs established in accordance with the provisions of Article 10 of the present Agreement are in force with respect to such services.

Article 4. 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. it has no proof that a preponderant part of the ownership and effective control of the said airline are vested in the Contracting Party designating the airline or in its nationals; or
- b. the said airline has failed to comply with 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. Unless revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article be necessary immediately to prevent further infringements of laws and regulations or for reason of safety of air navigation, such

4. The main objective of the agreed services shall be to provide capacity corresponding to traffic demands 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 demands from and to the territory of the Contracting Party which has designated the airline;
- b. to traffic demands of the areas through which the service passes, local and regional services being taken into account;
- c. to the requirements of an economical operation of the agreed services.

Article 6. 1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their 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 customs duties, inspection fees and other 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, fees and taxes, with the exception of charges corresponding to the services rendered:

- 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 aircraft operated on an international service by the designated airline of the other Contracting Party;
- b. spare parts and aircraft 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 for the designated airline of the other Contracting Party to supply aircraft operated on international services, 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 aircraft equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such a 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. Passengers, baggage and cargo in transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8. 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.