AGREEMENT
BETWEEN
THE GOVERNMENT OF THE STATE OF ISRAEL
AND
THE SWISS FEDERAL COUNCIL
RELATING TO SCHEDULED AIR SERVICES

The Government of the State of Israel and the Swiss Federal Council hereinafter referred to as the "Contracting Parties"

Considering that Switzerland and Israel are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,

desiring to develop international co-operation in the field of air transport, and desiring to establish the necessary basis for the operation of scheduled air services,

have agreed as follows:

Article 1 Definitions

For the purpose of the present Agreement and its Annex:

a. The term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof so far as those annexes and amendments are applicable for both Contracting Parties;

b. The term "Agreement" means the present Agreement, its Annex and any amendments thereto, which form an integral part of the Agreement;

c. The term "aeronautical authorities" means, in the case of Switzerland, the Federal Office of Civil Aviation and, in the case of the State of Israel, the Ministry of Transport and Road Safety by the Civil Aviation Authority, or in both cases any person or body, authorized to exercise the functions presently assigned to the said authorities;

d. The term "designated airline(s)" means an airline or airlines, which one Contracting Party has designated, in accordance with Article 3 of the present Agreement, for the operation of the agreed air services;

e. The term "territory" has the meaning assigned to it in Article 2 of the Convention and the terms "air services", "international air services", "airline", and "stop for non-traffic purposes" have the meaning specified in articles 96 of the Convention;

f. The term "capacity" is the quantitative measure of air transport services offered or proposed to be offered by one or more air carriers in a city-pair or country-pair market or over a route. It may be expressed in terms of aircraft size, aircraft type, number of seats and/or cargo space (by weight and/or volume), frequency of operation, or some combination of such terms;

g. The term "price" or "tariff" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith), charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge.

Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating air services on the routes specified in the schedules of the Annex. Such services and routes are hereafter called "agreed services" and "specified routes" respectively.

2. Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating international air 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. when operating an agreed service, the right to make stops at the point(s) on the route(s) specified in the Annex to this Agreement for the purpose of embarking and disembarking international traffic in passengers, baggage, cargo or mail, separately or in combination, destined for or coming from points in the territory of the other Contracting Party;

d. when operating an agreed service, the right to make stops in the territory of third countries at the point(s) on the route(s) specified in the Annex to this Agreement in order to embark and disembark passengers, baggage, cargo and mail, separately or in combination, destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.

3. The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Operating Authorization) of the present Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

4. Nothing in this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

5. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

Article 3 Designation and Operating Authorization

1. Each Contracting Party shall have the right to designate as many airlines as it wishes for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.

2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airlines of the other Contracting Party the necessary operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airlines designated by the other Contracting Party to prove that it is qualified to fulfill 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 to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that the airlines have their principal place of business in the territory of the Contracting Party designating them and that they hold a current Air Operator's Certificate issued by the Contracting Party designating them, or if the Contracting Party designating the airline is not in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security).

5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airlines may at any time operate the agreed services.

Article 4 Revocation and Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 2 of the present Agreement by the designated airline(s) of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

a. the said airline(s) cannot prove that they have their principal place of business in the territory of the Contracting Party designating them and that they hold a current Air Operator's Certificate issued by the Contracting Party designating them, or

b. the said airline(s) fail to comply with or have seriously infringed the laws or regulations of the Contracting Party granting these rights, or

c. the said airlines fail to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate action is essential to prevent further infringements of laws and regulations.

Article 5 Exercise of Rights

1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.

2. The designated airlines' main objective shall be to provide capacity corresponding to traffic demand between the territory of the Contracting Party which has designated the airlines and the points served on the specified and operated routes.

3. The total frequency to be provided on the agreed services by the designated airlines of the Contracting Parties shall be agreed between and approved by the aeronautical authorities of the Contracting Parties before the commencement of the operations, and thereafter according to anticipated traffic requirements.

4. 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 on the agreed services, 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 demand to and from the territory of the Contracting Party which has designated the airlines;

b. to traffic demand 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 Application of Laws and Regulations

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 airlines of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as those regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party may grant any preference to its own airlines with regard to the designated airlines of the other Contracting Party in the application of the laws and regulations provided for in this Article.

Article 7 Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation maintained by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate corrective action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 of the present Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the designated airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

a. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b. serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that designated airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of the designated airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 8 Aviation Security

1. In accordance with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of the present Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a threat, and for this purpose, the Aeronautical Authorities of the Contracting Parties will be entitled to conclude implementing security arrangements.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

Article 9 Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services provided that the requirements under which such certificates or licenses were issued or rendered valid are at least equal to the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization (ICAO), the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

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

Article 10 Exemption of Duties and Taxes

1. Aircraft operated on international services by the designated airlines of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants, 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 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 and taxes, with 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 the aircraft operated on an international service by the designated airlines of the other Contracting Party;

b. spare parts and normal board equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operated on international services;

c. fuel and lubricants destined for the designated airlines of one Contracting Party to supply aircraft operated on international services, even when these supplies are to be used on any part of a journey performed over the territory of the Contracting Party in which they have been taken on board;

d. the necessary documents used by the designated airlines of one Contracting Party including transportation documents, airway bills and advertising material, as well as material and equipment which may be used by the designated airlines for commercial and operational purposes within the airport area provided such material and equipment serve the transportation of passengers and freight.

3. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airlines of one 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 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.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article provided such other airlines similarly enjoy such exemptions from such other Contracting Party.

Article 11 User Charges

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airlines of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.

2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airlines of the other Contracting Party shall not be higher than those which have to be paid by its national airlines operating on similar scheduled international services.

3. Each Contracting Party shall encourage consultations on user charges between its competent charging authority and airlines using the service and facilities provided, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views

before changes are made. Each Contracting Party shall further encourage its competent charging authority and such users to exchange appropriate information concerning user charges.

Article 12 Commercial Activities

1. The designated airlines of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff which may consist of transferred or locally engaged personnel.

2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.

3. In particular, each Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The designated airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries.

4. In operating or holding out the authorized services on the agreed routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as code-share arrangements, with:

a) airlines of the same Contracting Party;

b) airlines of the other Contracting Party;

c) airlines of a third Country.

5.Paragraph 4 above is subject to the conditions that all airlines in such arrangements:

a) hold the appropriate route and traffic rights;

b) meet the requirements normally applied to such arrangements;

c) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

Article 13 Leasing

1. Either Contracting Party may prevent the use of leased aircraft for services under the present Agreement which does not comply with Articles 7 (Safety) and 8 (Aviation Security).

2. Subject to paragraph 1 above, the designated airline(s) of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

Article 14 Conversion and Transfer of Revenues

The designated airlines of each Contracting Party shall be free to transfer to their country the excess of receipts over expenditure earned in the territory of the other Contracting Party from sales of air transportation, whether made directly or through agents. The procedure for such transfers shall be made in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

Article 15 Tariffs

1. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs for international air services operated pursuant to the present Agreement.

2. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Party shall be limited to:

a. the prevention of unreasonably discriminatory tariffs or practices;

b. the protection of consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and

c. the protection of airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by the designated airlines of either Contracting Party for international air services between the territories of the Contracting Parties. If either Contracting Party believes that any such tariff is inconsistent with the consideration set forth in this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement, the tariff shall go into effect or continue in effect.

Article 16 Time-table Submission

1. Not later than thirty (30) days prior to the operation of the agreed services the designated airlines shall submit the envisaged time-table for approval to the aeronautical authorities of the other Contracting Party. The same procedure shall apply to any modification thereof.

2. For supplementary flights which the designated airlines of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least two (2) working-days before operating such flights.

Article 17 Provision of Statistics

The aeronautical authorities of both Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

Article 18 Consultations

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement. Such consultations, which may be between the aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties.

Article 19 Settlement of Disputes

1. 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 endeavor to settle their dispute by negotiations between Aeronautical Authorities of the States of both Contracting Parties.

2. If the said Aeronautical Authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting Party may refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Contracting Party and the third arbitrator who shall act as the Chairman of the tribunal, to be agreed upon by the two Contracting Parties, provided that such arbitrator shall not be a national of either Contracting Party and shall be a national of a State having diplomatic relations with each of the Contracting Parties at the time of appointment.

Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through diplomatic channels, of a notice of arbitration. The Chairman shall be appointed within a further period of sixty (60) days following the appointment of the two arbitrators by the Contracting Parties.

If a Contracting Party fails to nominate its arbitrator within the specified period or in case the Contracting Parties fail to agree on the Chairman within the mentioned period, each Contracting

Party may request the President of the Council of ICAO to appoint the Chairman or the arbitrator representing the Contracting Party in default, as the case may require.

4. In case of absence or incompetence of the President of ICAO, The Vice-President or a senior member of the ICAO Council, not being a national of either of the Contracting Parties, and shall be a national of a state having diplomatic relations with each of the Contracting Parties at the time of the appointment as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph (3) of this Article.

5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Contracting Parties.

6. Decisions of the arbitral tribunal shall be made by a majority of the arbitrators and shall be reasoned. The decisions of the arbitral tribunal shall be final and binding upon the Contracting Parties to the dispute.

7. If either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision given under paragraph (6) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of the present Agreement to the Contracting Party in default.

8. Each Contracting Party shall bear the expenses of its own arbitrator. The expenses of the chairman, including his/her fees and any expenses incurred by ICAO in connection with the appointment of the chairman and/or the arbitrator of the Contracting Party in default as referred to in paragraph (3) of this Article shall be shared equally by the Contracting Parties.

9. Pending the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Contracting Parties shall, except in the event of termination, continue to perform all their obligations under the present Agreement without prejudice to a final adjustment in accordance with the said award.

Article 20 Amendments

1. If either of the Contracting Parties considers it desirable to amend any provision of the present Agreement excluding amendments to the Annex, such an amendment, shall be made by a written agreement between the Contracting Parties and shall enter into force in accordance with the procedure set in Article 23 of the present Agreement.

2. Any amendment of the Annex may be made by written agreement directly between the aeronautical authorities of the Contracting Parties.

3. If a multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of that multilateral agreement.

Article 21 Registration with International Civil Aviation Organization

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization. thereto

Article 22 Termination

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. This Agreement shall terminate at midnight, local time of the notified Contracting Party, after twelve (12) months from the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the end of this period.

3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization will have received communication thereof.

Article 23 Entry into Force

The present Agreement shall enter into force at the date of the receipt of the second diplomatic note indicating the fulfillment of the internal procedures with regard to the conclusion and the entering into force of international agreements by both Contracting Parties.

Upon entry into force, the present Agreement shall supersede the Air Services Agreement between the two Contracting Parties, dated 19 November 1952.

In witness whereof the plenipotentiaries of the two Contracting Parties have signed the present Agreement.

Done in duplicate at Jerusalem, on the 22nd day of (month) Cheshvan ....., 5779 (which corresponds to the 31st day of the month of October of the year 2018 (20...) in the Gregorian calendar) in three authentic copies in the Hebrew, French and English languages, all three texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the State of Israel

P. Buerig

For the Swiss Federal Council

ANNEX - ROUTE SCHEDULES

Route Schedule I

Routes on which air services may be operated by the designated airlines of Switzerland:

Points of departure	Intermediate points	Points in Israel	Points beyond Israel
Any point in Switzerland	Any point	Any point or points in Israel	Any point

Route Schedule II

Routes on which air services may be operated by the designated airlines of Israel:

Points of departure	Intermediate points	Points in Switzerland	Points beyond Switzerland
Any point in Israel	Any point	Any point or points in Switzerland	Any point

Notes:

1. Each designated airline may serve intermediate points and points beyond on condition that no traffic rights are exercised between these points and the territory of the other Contracting Party unless otherwise agreed.

2. Intermediate points and points beyond may be omitted on any section.

3. The right of the designated airline of one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5th freedom traffic rights) shall be subject to a separate agreement between the Aeronautical Authorities of the Contracting Parties.