

BUNDESAMT FUER ZIVILLUFTFAHRT

14/N - Sz/ra

5.10.1988

B E R I C H T

über die Luftverkehrsverhandlungen mit den USA
vom 27. bis 30. September 1988 in Bern

an	HG	KT	EN	HG		e/a
Datum	6.10	/	6.10			
Visa	✓	α	✓	h		h
EDA	- 6. Okt. 1988					
Ref.	S.O. 652.21.USA.					

1 - AUSGANGSLAGE

Schon vor der Gesprächsrunde von Ende Juni/Anfang Juli in Washington und besonders in der Zeit zwischen Juli und September bekamen die Luftverkehrsverhandlungen mit den USA immer mehr politisches Gewicht. Verschiedene Bundesstellen und auch die Presse bekundeten ein zunehmendes Interesse und setzten sich hier in der Schweiz und in den USA mit allem Nachdruck dafür ein, dass der Swissair endlich die im Jahre 1986 vorenthaltenen Landrechte an einem weiteren Zielort in Amerika gewährt werden.

Bekanntlich konnten sich an der letzten Runde in Washington beide Delegationen über alle Fragen (mit einer Ausnahme) einigen, deren Lösung 1986 als Voraussetzung für die Gewährung des zweiten Anflugspunktes in den USA gegolten hatte. Diese einzige offene Frage betraf die langfristige Eigenabfertigung der amerikanischen Linienunternehmen in Zürich und Genf. Zum Zwecke einer baldigen Lösung dieses Problems wurde in Ziff. 6 des "Memorandum of Consultations" (MOC) vom 2. Juli 1988 festgehalten, dass sich beide Delegationen im September wiederum treffen wollten mit dem Ziel, "to agree on a longer-term arrangement on ground-handling" und, sofern es die Zeit erlaubt, über den weiteren Ausbau der bilateralen Luftverkehrsbeziehungen zu sprechen. Da es sich also praktisch nur noch um ein einziges Traktandum handelte, kam man überein, dafür bloss zwei Verhandlungstage (27./28. September 1988) vorzusehen.

Die unmittelbar nach der letzten Runde in Washington aufgenommenen Abklärungen mit den direkt betroffenen Flughäfen Zürich und Genf führten zu einem Abfertigungskonzept, das den amerikanischen Unternehmen kurz- und langfristig die Abfertigung an genügend eigenen Schaltern in der Abflugshalle und die Betreuung ihrer Passagiere am Ausgang zum Flugzeug ermöglichen sollte.



2 - DELEGATIONEN

siehe beiliegende Liste

3 - VERHANDLUNGSVERLAUF

An einer Einladung in der US-Botschaft am Vorabend des Verhandlungsbeginns ergab sich bereits eine wertvolle Gelegenheit, in inoffiziellen Gesprächen mit Vertretern der amerikanischen Regierungsdelegation und der Luftverkehrsunternehmen Näheres über deren Standpunkt und Haltung zu den Abfertigungsfragen in Erfahrung zu bringen. Am Morgen des ersten Verhandlungstages übergab die schweizerische Delegation ihre Vorschläge über eine längerfristige Lösung des Abfertigungsproblems in Form eines Arbeitspapiers. Die amerikanische Seite stellte einige Fragen und zog sich hierauf zur Beratung mit ihren Luftverkehrsunternehmen zurück. Die Antwort auf unsere Vorschläge war grundsätzlich positiv, soweit es sich um die Lösung der längerfristigen Abfertigungsprobleme handelte. Jedoch erklärte die US-Delegation, dass nach ihrer Auffassung - sie bezog sich dabei auf das MoC von 1986 - auch noch andere damals offen gebliebene Fragen gelöst werden müssten, bevor die USA bereit seien, der Swissair den sogenannten zweiten Punkt in Amerika zu gewähren.

In einem vollständig neuen Papier waren die folgenden Forderungen aufgeführt:

- Sofortige Zuteilung von je 6 Abfertigungsschaltern an die PAA, TWA und American Airlines (letztere wird bis heute von Swissair abgefertigt) im Terminal A des Flughafens Zürich, also insgesamt 18 Schalter (gegenüber den in der letzten Runde von uns zugesagten 15). Diese Schalter sollten überdies von mehr als einer Gesellschaft benützt werden können und entsprechend eingerichtet werden.
- Sofortige Abtretung eines Transitschalters der Swissair an die PAA sowie eines Büros im Ankunftsgebäude (für die Behandlung von verlorenem Gepäck),
- Möglichkeit für die amerikanischen Unternehmen, für die Abfertigungsarbeiten auf dem Vorfeld des Flughafens (Ramp handling) anstelle der Swissair eine andere Abfertigungsgesellschaft zu wählen. Die Erfüllung dieser Forderung sei im übrigen für die amerikanische Seite unabdingbar für die Gewährung des zweiten Punktes an die Swissair, erklärte der US-Delegationsleiter unmissverständlich.
- Definitive Regelung des "Code-sharing" und "CRS" (Computer Reservation System) an dieser Verhandlungsrunde.

Vergeblich wies die schweizerische Seite mehrmals darauf hin, dass diese Forderungen mit dem am 2. Juli in Washington vereinbarten Verhandlungspaket nichts zu tun hätten und höchstens ausserhalb und gesondert besprochen werden könnten. So befand man sich am Abend des zweiten Tages in einer echten Verhandlungskrise. Es stand jedenfalls fest, dass die reservierte Zeit von zwei Tagen für eine Lösung der Probleme nicht genügte. Der amerikanische Delegationsleiter erklärte sich hierauf bereit - und dies konnte als positives Zeichen gewertet werden - einen weiteren Tag in Bern zu bleiben.

Die schweizerische Seite bereitete einen neuen Entwurf zu einem "Memorandum of Consultations" vor, der verschiedene Kompromissvorschläge in bezug auf die Behandlung derjenigen Fragen enthielt, die die Schweiz als nicht zum Verhandlungspaket gehörend betrachtete. Nach langen und harten Diskussionen, die von amerikanischer Seite immer wieder durch Rückfragen bei deren Luftverkehrsunternehmen unterbrochen werden mussten, war man nahe an einer Einigung. Für einen erfolgreichen Abschluss der Gespräche reichte es aber auch am späten Abend des dritten Verhandlungstages nicht. Nachdem die Abreise der amerikanischen Delegation um einen weiteren Tag verschoben werden konnte, stand praktisch nochmals ein ganzer Tag für die Bereinigung der schweizerischen Vorschläge zur Verfügung.

Die Amerikaner waren am Schlusse bereit, die Fragen "Code-sharing" und "CRS" aus dem Verhandlungspaket auszuklammern und erst bei späteren bilateralen Gesprächen wieder aufzubringen. Für die Gewährung des zweiten Anflugpunktes in den USA (ab 1. November 1989) musste die Schweiz jedoch auf dem Gebiete der Abfertigung folgende Zugeständnisse machen:

1. in Zürich

- a. Sofortige Erhöhung der Abfertigungsschalter von 7 auf 15, sofern von den US-Unternehmen verlangt,
- b. Erhöhung auf 18 Schalter ab 1.4.1990 (je 6 für die drei gegenwärtig Zürich anfliegenden Unternehmen),
- c. Bei Bedarf weitere Schalter nach Abschluss baulicher Massnahmen im Jahre 1992,
- d. Zeitweise Benützung eines Transitschalters je Unternehmen und eines mobilen Schalters im Ankunftsgebäude (für die Behandlung von verlorenem Gepäck),

- e. Wahlmöglichkeit zwischen den beiden gegenwärtigen Abfertigungsgesellschaften für das "ramp handling".

Alle zusätzlichen Schalter sind für die Benützung durch mehr als eine Gesellschaft auszurüsten.

2. in Genf

- a. Zwei zusätzliche (mobile) Abfertigungsschalter zu den bereits zugeteilten vier festen Schaltern,
- b. Erhöhung von 4 auf 9, ev. 11 Schaltern im Jahre 1990 im Rahmen provisorischer baulicher Massnahmen,
- c. Erhöhung auf je 5 Schalter für die drei gegenwärtig Genf anfliegenden Unternehmen (nach Beendigung der geplanten Umbauten),
- d. Transitschalter und Schalter in der Ankunftshalle sowie Wahlmöglichkeit für "ramp handling" gleich wie in Zürich.

Zur Durchsetzung und Ueberwachung der zeitlich gestaffelten Massnahmen im Abfertigungsbereich auf den Flughäfen Zürich und Genf werden auf amerikanischen Vorschlag zwei Arbeitsgruppen (je eine für Zürich und Genf) gebildet, die aus Vertretern der beiden Flughäfen und der interessierten Luftverkehrsunternehmen sowie beider Luftfahrtbehörden (als Beobachter) bestehen.

Die bereits im MOC vom 2.7.1988 getroffenen Regelungen in bezug auf "change of gauge" und den Charterverkehr wurden ohne Aenderungen in das MOC vom 30.9.1988 übernommen.

4 - BEURTEILUNG DES ERGEBNISSES

Je nach dem Blickwinkel wird man die Erreichung des ursprünglichen Verhandlungsziels, nämlich die Sicherstellung eines grösseren Marktzugangs der Swissair in den USA durch die freie Wahl eines weiteren Anflugpunktes (nach Atlanta) als Erfolg werten oder den dafür bezahlten Preis als zu hoch erachten. Sicher ist eines: die Aussichten, den zweiten Punkt zu erhalten, hätten bei einer allfälligen Verschiebung der Verhandlungen auf die Zeit nach den amerikanischen Wahlen kaum oder vielleicht gar nicht mehr bestanden. Freilich war der Aufwand und waren die Anstrengungen für diese Ende 1983 begonnenen Verhandlungen mit den USA ausserordentlich gross. Wenn man sich aber an die Ausgangslage (u.a.

mögliche Abkommenskündigung) und die damalige Marktaufteilung zwischen der Swissair und den amerikanischen Unternehmen erinnert, dann darf man mit dem Schlussergebnis nach 10 Gesprächsrunden zum mindesten nicht unzufrieden sein.

Das sehr gute persönliche Verhältnis zwischen dem amerikanischen und schweizerischen Delegationsleiter hat in allen Gesprächsrunden nicht nur eine lockere und freundschaftliche Verhandlungsatmosphäre geschaffen, sondern bestimmt auch zum von den Vertretern beider Parteien und insbesondere den Luftverkehrsunternehmen anerkannten guten Endergebnis beigetragen.

Damit ist ein wichtiges Kapitel unserer bilateralen Luftverkehrsbeziehungen mit den USA vorläufig abgeschlossen. Im Bestreben, diese weiter auszubauen, und im Hinblick auf die Entwicklungen in Europa (EG-Binnenmarkt ab 1.1.1993), haben beide Delegationen vereinbart, sich bereits im Laufe des Jahres 1989 erneut zu Luftverkehrsgesprächen zu treffen. Sicher ein positives Zeichen!

Für den Bericht:



K. Sturzenegger

Beilagen:

- Verhandlungsprotokoll (Memorandum of Consultations) mit Delegationsliste

Verteiler:

- Vorsteher-EVED
- EDA-PD, Pol.Abt. I
- EDA-DV, mit Expl. Schweiz. Botschaft in Washington
- EVD-BAWI
- SR-GE
- Balair

Intern: D, U, L, LV, NV, Ar, Au, Ph. Rochat (ICAO)

MEMORANDUM OF CONSULTATIONS

1. Delegations representing the Government of Switzerland and the Government of the United States of America met in Bern, Switzerland on September 27-30, 1988, to consider air transport relations between the two countries. Delegation lists are included at Attachment A.
2. Pursuant to the Memorandum of Consultations dated July 2, 1988, the delegations met to discuss outstanding issues between them as reflected in the Memoranda of Consultations dated July 2, 1988 and August 1, 1986. Agreements to resolve each of the outstanding issues are noted in the following paragraphs.
3. The Swiss delegation agreed on the following provisions of a longer-term arrangement on ground-handling at Swiss airports:
 - a. Designated U.S. airlines will be permitted to perform their own passenger service activities in the departure, gate and arrival areas of Swiss airports, including but not limited to passenger processing, special services and lost baggage inquiries (through possible use of mobile units). This right shall include one-stop check-in, use of the airline's own or compatible departure control/computer reservations systems, and the use of the airline's own baggage tags and boarding passes.
 - b. U.S. airlines will be permitted to provide their own maintenance services or, at their option, to contract for such services with any qualified airline or other agent at Swiss airports.
 - c. Each designated U.S. airline will be permitted to contract for arrival and departure ramp services with Swissair or another licensed vendor, or any combination thereof.

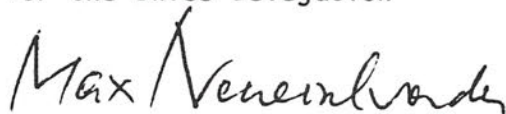
Notwithstanding the above, U.S. airlines will continue to use the services of the agent appointed by Swiss airport authorities to provide baggage and cargo sorting, and cargo storage services.
 - d. The provision of airport check-in counter facilities to designated U.S. airlines at Swiss airports will be governed by Attachment B.
 - e. The Flying Tiger Line, Inc. will be permitted to continue to provide its own ground-handling services in Zurich, without regard to whether it engages in the agreed international cargo air services exclusively by air or partly by using surface transportation.
 - f. Each designated U.S. airline will be entitled to lease one (1) counter in the transit area at each Swiss airport.

- g. All facilities to be provided under this paragraph 3 must comport with international standards and be comparable in kind and quality to those provided to Swiss airlines at the same airport, including common use facilities. U.S. airlines may install their own equipment, including computer system and signs, at facilities to be provided pursuant to this paragraph. At the discretion of a U.S. airline and subject to relevant commercial agreements, its counters may be staffed either by personnel of that U.S. airline or another company or companies, provided that such personnel wear the uniform of that U.S. airline or Swissair. Charges for services or facilities to be provided under this paragraph shall be reasonable and based on the cost of services provided. To the extent not covered by other provisions of this agreement, Swiss airport authorities will provide to designated U.S. airlines reasonable facilities to enable them to carry out essential functions related to the provision of air services authorized by the U.S.-Swiss air services agreement.
4. The two delegations agreed ad referendum on the text of a new charter Air Services Agreement as reflected in Attachment C. The two delegations also agreed ad referendum that the Air Charter Services Agreement between the United States and Switzerland, signed at Bern July 14 and 27, 1977, should be terminated.
5. The Swiss delegation agreed that the Swiss authorities will give sympathetic consideration to requests by U.S. airlines for additional rights beyond those currently available, up to a total of two daily "Y" change-of-gauge services for each designated airline.
6. The Swiss delegation confirmed that, without prejudice to the legal position of either party, the Swiss aeronautical authorities will permit U.S. designated carriers to carry traffic between Swiss coterminal points for the purposes of connecting to on-line flights to and from points beyond Switzerland.
7. With regard to intermodal cargo operations, the Swiss delegation confirmed that U.S. airlines are permitted to transport cargo in bond between Swiss airports and that Swiss authorities will process expeditiously, and with a minimum of administrative complexity, applications filed by any U.S. airline for all licenses, permits or other authorizations necessary to provide such services. U.S. airlines will also be permitted to select an agent or agents from among competing agents for the surface transport of cargo in bond.
8. In consideration of all of the above, the two delegations agreed, ad referendum, that the Swiss route rights will be amended effective 1 November 1989, as reflected in Attachment D.
9. In addition to the issues contained in the Memorandum of Consultations dated July 2, 1988 the United States tabled proposals concerning cooperative marketing arrangements and computer reservations systems. These proposals are contained in Attachments E and F respectively. It was agreed that these issues will be considered further by both parties.



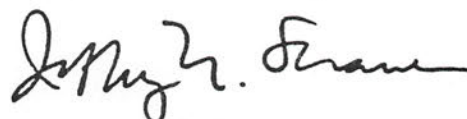
10. Having reached agreement on all of the above, and having reiterated their shared belief in the mutual benefits of aviation markets which are not restrained by government intervention or regulation, and recognizing the rapid changes that are occurring in the field of international aviation, it is the intention of the U.S. and Swiss governments to meet again to discuss further their aviation relations, taking into account developments in overall U.S. - European aviation relations, and the need for further expansion of air service opportunities for the airlines of both countries. To accomplish this objective, the two delegations agree to schedule such talks in 1989.

For the Swiss Delegation



Max Neuenschwander
Chairman

For the U.S. Delegation



Jeffrey N. Shane
Chairman

Bern, Switzerland
September 30, 1988

Attachments

U.S. - SWITZERLAND CIVIL AVIATION CONSULTATIONS
SEPTEMBER 27 - 30, 1988

U.S. Delegation

Jeffrey N. Shane, Chairman
Deputy Assistant Secretary for Transportation Affairs
Department of State

Charles R. Mallalieu
Office of International Aviation
Department of Transportation

Diane Fischer Castiglione
Office of Aviation Negotiations
Department of State

Patricia N. Snyder
Office of the General Counsel
Department of Transportation

Joan Corbett
Economic Counselor
United States Embassy

Thomas V. Lydon
Air Transport Association

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U.S. - SWITZERLAND CIVIL AVIATION CONSULTATIONS
SEPTEMBER 27 - 30, 1988

Swiss Delegation

Max Neuenschwander, Chairman
Director
Federal Office of Civil Aviation

Karl Sturzenegger
Section Chief
Federal Office of Civil Aviation

Kurt Höchner
Counselor
Swiss Embassy Washington D.C.

Martin von Walterskirchen
Chief, Trade in Services Section
Foreign Economic Affairs Division
Federal Department of Economic Affairs

Urs Haldimann
International Law Division
Federal Department of Foreign Affairs

Martin Monsch
General Manager
Air Transportation Policy
Swissair

Peter Luethi
General Manager, North America
Swissair

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CHECK-IN FACILITIES

1. The Governments of the United States and Switzerland, in the spirit of comity and reciprocity and recognizing the existing and growing congestion of airport facilities, reiterate their intention to treat the designated airlines of the other party in a reasonable and non-discriminatory manner with respect to the provision of check-in facilities for passengers in the departure and gate areas.
2. With these considerations in mind, the two governments have reached an accommodation with regard to the requirements of U.S. airlines for check-in counters at Swiss airports.
3. The Government of Switzerland agrees that U.S. airlines will be able to lease such counter space at Swiss airports as reasonably needed, with the understanding that there are physical limitations at Swiss airports that preclude totally unrestricted access to airport facilities. Further, all such counter space or other check-in facilities provided to designated U.S. airlines shall comport with international standards and shall be comparable in kind and quality to those provided to Swiss airlines at the same airport, including common check-in facilities.
4. Check-in counters at Zurich Airport
 - a. The Swiss side confirms that the current check-in arrangements for Pan Am and TWA at Zurich Airport will continue to be available to these carriers.
 - b. In addition, the number of counters allocated to U.S. airlines will increase immediately to a total of five (5) counters for each of the three (3) U.S. airlines currently operating to Zurich and made available upon request by the U.S. airline(s) as soon as possible. These additional counters will be equipped for dual-use.
 - c. No later than April 1990, the number of check-in counters available to the three (3) U.S. airlines currently operating to Zurich will increase to six (6) for each carrier.
 - d. The Swiss authorities stated that they anticipate that the expansion program at Zurich Airport will be completed in 1992. Upon completion of that expansion, the requirements of U.S. carriers for reasonable additional check-in counter space at Zurich Airport will be met on a non-discriminatory basis. Any counter space provided under this subparagraph may be equipped for dual-use.
5. Check-in counters at Geneva Airport
 - a. In addition to the current check-in arrangements of Pan Am and TWA at Geneva Airport, two mobile units will be made immediately available for use by U.S. airlines in the corridor adjacent to the carriers' current check-in facilities.

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b. The Swiss authorities stated that the expansion of Geneva Airport is expected to be completed between 1993 and 1995, and that the check-in facilities currently used by U.S. airlines will be temporarily relocated in early 1990. When this relocation occurs, the number of counters available to U.S. airlines will increase to a total of nine (9) counters, or, if the circumstances permit, to a total of eleven (11).

c. Upon completion of the planned expansion, the number of counters available to U.S. airlines will increase to five (5) check-in counters for each of the three airlines currently operating to Geneva Airport. Future requirements of U.S. carriers for reasonable additional check-in counter space at Geneva Airport will be met on a non-discriminatory basis. Any counter space provided under this subparagraph may be equipped for dual-use.

6. For the purpose of this Agreement, the term "dual-use" shall mean that the check-in counters will be capable of being used by more than one airline. U.S. airlines may install their own equipment, including their own computer systems, at such counters. Although dedicated primarily for use by U.S. airlines which will have priority in scheduling the use of such counters, the airport authority, its agents or lessees may use the counters when they are not needed by U.S. airlines. At a minimum, the check-in counters must be available for the exclusive use of U.S. airlines during the 2-hour period (or a longer period up to 3 hours if required for operational reasons) before the flight of a U.S. airline is scheduled to depart (as shown in published schedules) and until the flight actually departs. The appropriate division of the cost of leasing and/or maintaining a check-in counter shall be a matter to be decided by the affected airlines.

7. In this agreement, a reference to a specific airline or to a number of airlines includes any successor corporation or corporations to those airlines, with the proviso that it does not apply to more than one organizational entity of any one successor airline.

8. In the event that U.S. carriers exercise their rights to additional counter space beyond that which will be allocated at Zurich and Geneva pursuant to Paragraphs 4b. and 5c., advance notice to Swiss airport authorities will be required in order to provide sufficient time for the handling agent to make alternative arrangements and/or for Swiss airport authorities to construct the necessary facilities. At Zurich, six months notice will be required before additional counter space will be provided beyond a total of 15. At Geneva, six months notice will be required before additional counter space will be provided under Para. 5c. above.

9. The United States Government makes a commitment, in consideration of all of the above, to use its best efforts to seek resolution of Swiss concerns if Swissair encounters a lack of reasonableness, comity, reciprocity or discriminatory practices in its dealings with U.S. airport authorities.

CHARTER AIR SERVICES

- A. Airlines of one Contracting Party designated under this Agreement shall be entitled to perform charter international air transportation of passengers (and their accompanying baggage) and cargo, including split charters that may serve more than one destination, freight forwarder charters and combination charters in accordance with the terms of their designation:

(1) between any point or points in the territory of the Contracting Party that has designated the airline and any point or points in the territory of the other Contracting Party; and

(2) between any point or points in the territory of the other Contracting Party and any point or points in a third country or countries, provided that such traffic is carried via the carrier's homeland and makes a stopover in the homeland for at least two consecutive nights.

In the performance of services covered by this section, airlines of one Contracting Party designated under this section shall also have the right: (1) to make stopovers at any points whether within or outside the territory of either Contracting Party; (2) to carry transit traffic through the territory of the other Contracting Party; and (3) to combine on the same aircraft traffic originating in the territory of one Contracting Party with traffic that originated in the territory of the other Contracting Party.

Each Contracting Party shall extend favorable consideration to applications by designated airlines of the other Contracting Party to carry traffic not covered by this section on the basis of comity and reciprocity.

- B. With regard to traffic originating in the territory of one Contracting Party, each airline performing air transportation under this section shall comply with such laws, regulations and rules of the Contracting Party in whose territory the traffic originates, whether on a one-way or round-trip basis, as that Contracting Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one Contracting Party may also operate charters with traffic originating in the territory of the other Contracting Party in compliance with the charterworthiness laws, regulations and rules of the first Contracting Party, provided that a Contracting Party may, for charters originating in its territory, require adherence to requirements relating to protection of passenger funds and passenger cancellation and refund rights. When the regulations or rules of one Contracting Party apply more restrictive

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terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Contracting Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Contracting Party promulgate regulations or rules that apply different conditions to different countries, each Contracting Party shall apply the least restrictive regulation or rule to the designated airlines of the other Contracting Party.

- C. Neither Contracting Party shall require a designated airline of the other Contracting Party, in respect of the carriage of traffic from the territory of that other Contracting Party on a one-way or round-trip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Contracting Party referred to under subsection B of this section or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Contracting Party.



NEW SWISS ROUTE RIGHTS

Paragraph B of the Schedule attached to the Interim Agreement between the United States of America and Switzerland relating to Air Transport Services, signed at Bern August 3, 1945, as amended, is amended as follows:

- "7. From Switzerland to a point in the United States to be selected by the Government of Switzerland. 4)
- 4) The Government of Switzerland will select the point before commencement of services and so notify the Government of the United States. The route will thereupon be deemed to be amended accordingly."

COOPERATIVE MARKETING ARRANGEMENTS

The United States asked the Swiss government to consider the following language on "cooperative marketing arrangements":

In operating or holding out services authorized under the agreement, any designated airline of one Contracting Party shall be permitted, on the basis of reciprocity, to enter into cooperative marketing arrangements with another airline or airlines for the provision of such services, provided that the arrangement does not include cabotage or revenue pooling and that all airlines in the arrangement hold appropriate authority to provide services. A Contracting Party may require conformance with consumer disclosure rules and the regulatory requirements normally applied to comparable arrangements.



COMPUTER RESERVATIONS SYSTEMS

The Government of the United States of America and the Government of Switzerland ("the Contracting Parties"),

Recognizing that Section III of the Annex to the Interim Agreement Between the United States and Switzerland Relating to Air Transport Services ("the Agreement") guarantees to the airlines of both Contracting Parties a fair and equal opportunity to operate,

Considering that one of the most important aspects of the ability of an airline to operate successfully is its ability to inform the public of its services in a fair and impartial manner, and that, therefore, the quality of information about airline services available to travel agents who directly distribute such information to the travelling public and the ability of an airline to offer those agents competitive computer reservations systems (CRSs) represent the foundation for an airline's competitive opportunities,

Considering that it is equally necessary to ensure that the interests of the consumers of air transport products are protected from any misuse of such information and its misleading presentation and that airlines and travel agents have access to effectively competitive computer reservations systems,

Have reached the following understandings with respect to the agreed international scheduled passenger services under the U.S.-Switzerland Air Transport Agreement ("agreed services"). These understandings are not intended to cover all aspects of the ability of an airline to inform the public of its services through a CRS:

- (1) The Contracting Parties agree with respect to CRSs with integrated primary displays that:
- a) Information regarding international air services, including the construction of connections on those services, shall be edited and displayed based on non-discriminatory and objective criteria that are not to be influenced, directly or indirectly, by airline or market identity. Such criteria shall apply uniformly to all airlines.
 - b) CRS data bases shall be as comprehensive as possible.
 - c) CRS vendors shall not delete information submitted by participating airlines; such information shall be accurate and transparent; for example, code-shared and change-of-gauge flights and flights with stops should be clearly identified as having those characteristics.

d) All CRSs that are available to travel agents who directly distribute information about airline services to the travelling public in either Contracting Party's territory shall be entitled to operate in conformance with the CRS rules that apply in the territory where the CRS is being operated.

e) Travel agents shall be allowed to use any of the secondary displays available through the CRS so long as the travel agent makes a specific request for that display.

(2) A Contracting Party that allows a multi-access CRS to be operated in its territory without a fully functional neutral, integrated display shall require that the partition of an airline which owns such a CRS, and/or the airline offering the most scheduled services in that Contracting Party's territory, shall include at least one display that processes information on international airline services in compliance with the requirements of paragraph (1). This display must be as easy to access and as fully functional as any display maintained by the airline based on carrier identity, and its data base shall contain accurate information, be as comprehensive as possible, and not favor the services of the airline whose partition is being accessed. This display shall be presented to the travel agent accessing the airline's partition unless the agent specifically calls up a different display for each individual transaction.

(3) A Contracting Party shall require that each CRS vendor operating in its territory allows all airlines willing to pay any applicable non-discriminatory fee to participate in its CRS. A Contracting Party shall require that all distribution facilities which a system vendor provides shall be offered on a non-discriminatory basis to participating airlines. A Contracting Party shall require that CRS vendors display, on a non-discriminatory, objective, carrier-neutral and market-neutral basis, the international air services of participating airlines in all markets in which they wish to sell those services. Upon request, a CRS vendor shall disclose details of its data base update and storage procedures, its criteria for editing and ranking information, the weight given to such criteria, and the criteria used for selection of connect points and inclusion of connecting flights.

(4) CRS vendors operating in the territory of one Contracting Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Contracting Party, if the CRS complies with these principles.

(5) Neither Contracting Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Contracting Party more stringent requirements with respect to access to and use of communication facilities, selection and use of technical CRS hardware and software, and the technical installation of CRS hardware, than those imposed on its own CRS vendors.



(6) Neither Contracting Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Contracting Party more restrictive requirements with respect to CRS displays (including edit and display parameters), operation, or sale than those imposed on its own CRS vendors.

(7) CRSs in use in the territory of one Contracting Party, which comply with these principles and other relevant non-discriminatory regulatory, technical, and security standards, shall be entitled to effective and unimpaired access in the territory of the other Contracting Party. One aspect of this is that a designated airline shall participate in such a system as fully in its homeland territory as it does in any system offered to travel agents in the territory of the other Contracting Party. Owners/operators of CRSs of one Contracting Party shall have the same opportunity to own/operate CRSs which conform to these principles, within the territory of the other Contracting Party as do owners/operators of that Contracting Party. Each Contracting Party shall ensure that its airlines and its CRS vendors do not discriminate against travel agents in their homeland territory because of their use or possession of a CRS also operated in the territory of the other Contracting Party.

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JMS

*The Director
of the Federal Office for Civil Aviation*

Berne, September 30, 1988

Dear Mr. Chairman

This is to confirm our agreement to constitute two informal working groups which will continue the dialogue that we have begun in an effort to facilitate rational and timely resolution of issues listed in Attachment B and other issues related to airline operations.

Our two offices will each designate representatives to participate in these groups as observers together with representatives from the respective airport authorities and from the interested airlines.

It is desirable that the working groups have their first meeting prior to the end of 1988, at which time they will formulate their respective agendas.

Sincerely Yours

FEDERAL OFFICE FOR CIVIL AVIATION
The Director

(sig.) M. Ne

M. Neuenschwander