

No. 231

**POLAND
and
HUNGARY**

**Agreement concerning air communications (with annex).
Signed at Budapest, on 28 August 1947**

*French official text communicated by the Permanent Representative of Poland
to the United Nations. The registration took place on 2 June 1948.*

**POLOGNE
et
HONGRIE**

**Accord relatif aux services aériens (avec annexe). Signé à
Budapest, le 28 août 1947**

*Texte officiel français communiqué par le représentant permanent de la Pologne
auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le
2 juin 1948.*

TRANSLATION — TRADUCTION

No. 231. AGREEMENT¹ CONCERNING AIR COMMUNICATIONS BETWEEN THE GOVERNMENT OF THE REPUBLIC OF POLAND AND THE GOVERNMENT OF THE HUNGARIAN REPUBLIC. SIGNED AT BUDAPEST, ON 28 AUGUST 1947

With the object of developing air communications between the Republic of Poland and the Hungarian Republic and granting reciprocal facilities for the establishment of air services of interest to the two countries, the Polish Government and the Hungarian Government have appointed their representatives who, after exchanging their full powers found to be in good and due form, have agreed upon the following provisions:

Article 1

The Contracting Parties extend to one another the rights specified in the annex to this agreement with a view to the establishment and operation of the air services enumerated in the said annex.

Article 2

(a) Each of the services enumerated in the annex may be put into operation as soon as the Contracting Party to whom the rights specified in the said annex have been granted has designated an air transport undertaking for the operation of a given service and as soon as the other Contracting Party granting these rights has delivered to the said undertaking the necessary permit authorizing it to operate the said air service. The latter Contracting Party is under obligation to grant this permit without delay subject to the provisions of article 7 of the present agreement.

(b) The competent civil aviation authority of the Contracting Party granting the permit to operate the service may require the air transport undertaking, to which the operating permit is to be granted, to give proof of its competence in matters connected with air communications in accordance with the laws and regulations in effect in its country.

Article 3

(a) Each Contracting Party shall, on the basis of full reciprocity and absolute equality of treatment, authorize the aircraft of the air transport under-

¹ Came into force on 13 December 1947, upon the exchange of letters of approval at Warsaw, in accordance with article 19.

taking designated by the other Contracting Party for the operations with which the present agreement is concerned, to make use of the airports and other facilities for air navigation on the itinerary of the services indicated in the annex.

(b) In case of emergency these aircraft may make use of all airports and other installations which they require.

(c) Each of the Contracting Parties may make fair and reasonable charges, or permit such charges to be made, for the use of airports and other installations. Each of the Parties, agree, however, that these charges shall not be higher than those paid by the aircraft of the most-favoured nation.

Article 4

(a) Fuels, lubricating oils and spare parts brought into the territory of one Contracting Party by the other Contracting Party or by its nationals, and intended solely for the use of the civil aircraft of the air transport undertakings of the Contracting Parties authorized to operate the routes and services described in the annex, shall be accorded the treatment of the most-favoured nation as regards the imposition of Customs duties, inspection fees or other national taxes imposed by the Contracting Party whose territory the aircraft has entered.

(b) All the aircraft of one of the Contracting Parties operating the services referred to in the present agreement, as well as fuels, lubricating oils, spare parts, regular equipment and aircraft stores on board the civil aircraft of the air transport undertakings of the Contracting Parties authorized to operate the services described in the annex, shall, upon arrival in or departure from the territory of the other Contracting Party, be exempt from Customs duties, inspection fees, or other similar charges even though such supplies are used or consumed by such aircraft on flights over that territory.

Spare parts exempt in this manner may be unloaded and stored at the airports of the other Contracting Party, while remaining subject to the Customs inspection of the latter.

Article 5

Certificates of airworthiness, certificates of competency and licences issued or validated by one of the Contracting Parties shall be recognized as valid by the other Contracting Party for the purpose of operating routes and the services enumerated in the annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over its own territory, certificates of competency and licences issued to its own nationals by a third country.

Article 6

(a) The laws and regulations of one Contracting Party concerning the entry into and departure from its territory, of aircraft engaged in international traffic, or concerning the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the undertaking of the other Contracting Party.

(b) Passengers, crews and consignors of goods shall be obliged to comply, either personally or through a third person acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party concerning the entry, stay and departure of passengers, crews or goods, such as regulations applying to entry, leave formalities, immigration, passports, Customs and quarantine.

Article 7

Each Contracting Party reserves the right of refusal or withdrawal, with immediate effect, of an authorization or a permit for the operation of an air service over its territory by the air transport undertaking of the other Contracting Party, when it has certain knowledge that the substantial ownership, or effective control of the undertaking designated by the other Contracting Party, is no longer in the hands of the latter or of its nationals; or when the air transport undertaking ceases to comply with the laws and regulations, or fails to fulfil the obligations imposed upon it by the present agreement.

Article 8

Each Contracting Party has the right to maintain on the territory of the other Contracting Party the technical and commercial staff required by the air services enumerated in the annex of this agreement.

Article 9

It is agreed that each Contracting Party, before beginning the operation of an air service, shall notify the other Contracting Party of the itinerary which it proposes for entering and leaving the territory of the latter; the latter Party shall then designate the exact points of entry and departure and the route to be followed over its territory, which must not be less advantageous than the points and the route designated for the aircraft of the national undertaking over the same route.

Article 10

(a) Each Contracting Party undertakes to provide assistance within its territory, equal to that provided for its national aircraft, to aircraft in distress

of the air transport undertaking designated by the other Contracting Party for the operation of the services indicated in the annex.

(b) In the event of an accident to an aircraft of the air transport undertaking designated by a Contracting Party for the operation of the services indicated in the annex, occurring within the territory of the Contracting Party, and resulting in deaths or serious injuries, or indicating the existence of serious technical defects in the aircraft or in the air navigation facilities, the Contracting Party upon whose territory the accident has occurred shall conduct an inquiry into the circumstances of the accident, immediately notifying the other Contracting Party, who shall be authorized to send observers to be present at the inquiry. The Contracting Party undertaking this inquiry shall transmit an account thereof, and its conclusions, to the other Contracting Party.

Article 11

(a) Aircraft of the air transport undertaking designated by a Contracting Party for the operation of the services indicated in the annex shall not be seized or detained, nor give rise to any proceedings whatever against its owner or its user, nor give rise to any other action carried out by, or in the name of, the Contracting Party, or person residing within its territory, based on a claim that the construction, mechanism, spare parts, accessories, controls, or the whole of the plane, constitute infringement of any patent, design or model registered in the country whose territory the aircraft has entered, it being agreed further that the deposit of a bond shall not be required in any case in connexion with the exemption from seizure or detention, mentioned above, in the country whose territory the aircraft has entered.

(b) The provisions of paragraph (a) of the present article shall apply also to the warehousing of aircraft spare parts and accessories, as well as to the right to use or install these parts and accessories in the repairing of the aircraft of a Contracting Party on the territory of the other Contracting Party. It is understood that no patented spare parts or accessories thus warehoused shall be sold or distributed within the State whose territory the aircraft has entered, or re-exported commercially outside that State.

Article 12

Every aircraft used by the undertaking designated by a Contracting Party for the services referred to in the present agreement shall be provided with the following documents:

- (a) its registration certificate;
- (b) its certificate of airworthiness;

- (c) the appropriate licences for each member of the crew;
- (d) its flight log;
- (e) the licence of the aircraft's radio communication station;
- (f) the list stating the names of the passengers, their points of departure and destination;
- (g) a detailed bill of lading and detailed declarations of the cargo;
- (h) special authorizations required for certain categories of freight.

Article 13

The undertakings designated for the operation of the services indicated in the annex shall use for these operations only modern materials affording the minimum guarantee of safety in accordance with international regulations and usage.

Article 14

The Contracting Parties shall endeavour to settle any differences with regard to the interpretation or application of the present agreement, by means of direct negotiation between their competent aviation authorities, or, if such negotiation should not be successful, through the diplomatic channel.

Article 15

The air transport undertakings designated for the operation of the services indicated in the annex shall be required to provide for the transport of mail on the said services. The postal administrations of the two Contracting Parties shall come to an agreement regarding the details of such transport.

Article 16

The undertakings designated for the operation of the services indicated in the annex shall present through the competent aviation authorities of the other Contracting Party a list of the names of the navigating staff to be employed in the said operation. Each Contracting Party reserves the right to refuse to accept one or more persons on the list of names presented by the other Contracting Party.

The navigating staff employed in the operation of the airlines referred to in the present agreement shall in all cases be permanent civilian employees of the designated air transport undertakings.

Article 17

(a) Either of the two Contracting Parties may at any time consult with the other Contracting Party with a view to making in the permanent agreement any amendment which experience has shown to be desirable.

(b) If either of the Contracting Parties should consider it desirable to modify any section of the annex to the present agreement, the competent aviation authorities of the two Contracting Parties may effect such modification by direct agreement between themselves.

(c) In the event that the two Contracting Parties should ratify a multi-lateral aviation agreement or should accede thereto, the present agreement and its annex shall be so amended as to conform to the provisions of the said agreement, as soon as it becomes effective between them.

Article 18

For purposes of the application of the present agreement, the expression "competent aviation authorities" shall mean, as regards the Republic of Poland, "the Department of Civil Aviation of the Ministry of Communications" and, as regards the Hungarian Republic, "The Department of Air Communications of the Ministry of Communications".

Article 19

The present agreement shall come into operation on the day of the exchange of letters of approval by the two Governments, which shall take place at Warsaw.

It annuls and replaces all previous Polish-Hungarian agreements relative to air traffic.

The present agreement shall be valid for a period of three years, and, if not denounced one year before the expiry of that period, it shall be considered valid for further periods of three years, subject to the same procedure of denunciation.

DONE at Budapest, 28 August 1947, in two original copies in the French language, each Party retaining one copy.

For the Government of the Republic of Poland:

[L. S.] (Signed) Dr. A. FIDERKIEWICZ

For the Government of the Hungarian Republic:

[L. S.] (Signed) KOÓS IMRE

ANNEX

Section I

(a) The permit referred to in article 2 of the present agreement shall be granted by the Government of the Republic of Poland to the air transport undertaking designated by the Government of the Hungarian Republic for the operation of the air services enumerated in the specification contained in the present annex.

(b) The permit referred to in article 2 of the present agreement shall be granted by the Government of the Hungarian Republic to the air transport undertaking designated by the Government of the Republic of Poland for the operation of the air services enumerated in the specification contained in the present annex.

Section II

(a) The air transport undertaking designated by the Government of the Republic of Poland for the operation of the air services enumerated in the specification contained in the present annex is:

Polskie Linie Lotnicze "LOT".

(b) The air transport undertaking designated by the Government of the Hungarian Republic for the operation of the air services enumerated in the specification contained in the present annex is:

The Hungarian-Soviet Civil Air Transport Company "MASZOVLET".

Section III

(a) For the purposes of the operation of the air services enumerated in the specification contained in the present annex, the Polish air transport undertaking "Lot" is granted the right to load in Hungary passengers, goods and mail destined for the territory of Poland or of another country as well as the right to unload in Hungary passengers, goods and mail coming from Poland or from another country.

(b) For the purposes of the operation of the air services enumerated in the specification contained in the present annex, the Hungarian air transport undertaking "Maszovlet" is granted the right to load in Poland passengers, goods and mail destined for the territory of Hungary or of another country as well as the right to unload in Poland passengers, goods and mail coming from Hungary or from another country.

Section IV

The rates to be applied by the air transport undertakings mentioned in the present annex shall be established by agreement as regards the services between

Poland and Hungary and vice versa, as well as any other services operated jointly by the two undertakings. All rates fixed in this manner shall be submitted for the approval of the civil aviation authorities of the two Contracting Parties.

Section V

The air transport undertakings designated by the Contracting Parties shall conclude between themselves an agreement governing the technical, commercial and financial conditions in accordance with which traffic on the services enumerated in this annex shall be effected.

The agreement mentioned shall be submitted for the approval of the competent authorities of the two Contracting Parties.

Section VI

The two undertakings reciprocally grant one another their general representation.

SPECIFICATION

I. Services of the undertaking "LOT":

- (A) Warsaw-Budapest and thence southward and return.
- (B) Transit services with or without non-commercial landings.

II. Services of the undertaking "MASZLOVET":

- (A) Budapest-Warsaw and thence northward and return.
- (B) Transit services with or without non-commercial landings.

(Signed) Dr. A. FIDERKIEWICZ

(Signed) KOÓS IMRE