

**No. 421**

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**CZECHOSLOVAKIA  
and  
YUGOSLAVIA**

**Air Transport Agreement (with annex and protocol). Signed  
at Belgrade, on 14 March 1948**

*Czech and Serbo-Croat official texts communicated by the Secretary-General of  
the International Civil Aviation Organization. The registration took place  
on 13 April 1949.*

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**TCHÉCOSLOVAQUIE  
et  
YOUGOSLAVIE**

**Accord relatif aux transports aériens (avec annexe et proto-  
cole). Signé à Belgrade, le 14 mars 1948**

*Textes officiels tchèque et serbo-croate communiqués par le Secrétaire général de  
l'Organisation de l'aviation civile internationale. L'enregistrement a eu lieu  
le 13 avril 1949.*

## TRANSLATION — TRADUCTION

No. 421. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE CZECHOSLOVAK REPUBLIC AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA. SIGNED AT BELGRADE, ON 14 MARCH 1948

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The Government of the Czechoslovak Republic and the Government of the Federal People's Republic of Yugoslavia, considering

- that the possibilities of commercial aviation as a means of transport have greatly increased,
- that it is desirable to promote to the fullest possible extent the development of international co-operation in the field of civil aviation,
- that it is desirable to organize scheduled air services on a safe and orderly basis,
- that it is necessary to confirm and strengthen the relations between the two sister Republics in that field also,
- that former agreements on scheduled air services concluded between the two Governments should be replaced by a new agreement adapted to the new air transport conditions,

have appointed representatives who, being duly authorized to this end, have agreed on the following:

*Article 1*

The Contracting Parties grant each other the rights specified in the annex hereto for the establishment of the air services enumerated in that annex. Such services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

*Article 2*

(a) The airline or airlines designated by one of the Contracting Parties for operating the routes specified in the annex hereto may be required, before

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<sup>1</sup> Came into force on 20 August 1948, by the exchange of notes, in accordance with article 16.

receiving permission to operate the route or routes specified in this agreement, to furnish the competent aviation authorities of the other Contracting Party with full documentary evidence of its qualifications to operate an air service in accordance with the laws and regulations normally applied in that State.

(b) The competent aviation authorities of either of the Contracting Parties may transfer from the airline originally designated to any other airline the authorization to operate any of the routes, provided at least one month's notice is given to the competent aviation authority of the other Contracting Party.

### *Article 3*

(a) Each of the Contracting Parties agrees that the charges imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its own national aircraft engaged in similar international air services.

(b) Fuel and lubricating oils introduced into the territory of one Contracting Party by, or on behalf of, an airline or airlines designated by the other Contracting Party and intended solely for use by aircraft of such airlines, shall be accorded, with respect to customs duties, inspection fees or national duties and charges imposed by the former Contracting Party, treatment as favourable as that applied to its national airlines.

(c) Aircraft operated by a designated airline or airlines of one Contracting Party on routes specified by this agreement, as well as the fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft, shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar duties and charges even though such supplies be used or consumed by such aircraft on flights over that territory.

### *Article 4*

(a) The airline or airlines designated by one Contracting Party for operating the routes specified in the annex hereto may introduce into and store in the territory of the other Contracting Party, free of customs duties and other charges, the necessary quantity of spare parts for aircraft maintenance

provided their total value, according to the official price list, does not exceed 5 per cent of the value of one aircraft.

(b) Such airlines may also introduce, free of customs duties and other charges, such spare parts as are required to make airworthy any aircraft that has had to be left in a non-airworthy condition on the territory of the other Contracting Party.

#### *Article 5*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the annex hereto. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or a third State.

#### *Article 6*

(a) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall also apply to aircraft of airlines of the other Contracting Party.

(b) Passengers, crew and consignors of cargo must comply, either personally, or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of the other Contracting Party governing the entry, stay or departure of passengers, crew or cargo, such as those relating to entry, departure, immigration, passports, customs and quarantine.

#### *Article 7*

Each Contracting Party reserves the right to withhold or to revoke the operating permit of any airline of the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or if the airline fails to comply with the laws and regulations mentioned in article 6 above, or fails to fulfil the obligations imposed on it by the present agreement.

*Article 8*

(a) In the event of a Czechoslovak aircraft having to make a forced landing on the territory of the Federal People's Republic of Yugoslavia, or of a Yugoslav aircraft having to make a forced landing on the territory of the Czechoslovak Republic, the Contracting Parties shall furnish the necessary help and assistance to such aircraft and its crew and passengers.

(b) In the event of an aircraft of one Contracting Party being involved in an accident on the territory of the other Contracting Party resulting in death or serious injury, or serious damage to aircraft or ground installations, the Contracting Party on whose territory the accident occurred shall institute an enquiry into the circumstances of the accident and notify the other Contracting Party immediately. The other Contracting Party shall be permitted to appoint observers from its own nationals to attend such an enquiry. The Contracting Party conducting the enquiry shall inform the other Contracting Party of the results of the enquiry.

*Article 9*

(a) Aircraft used by a designated airline of one Contracting Party on routes specified in this agreement shall not, on entering or flying over the territory of the other Contracting Party, be either seized or detained or become the subject of proceedings against its owner or user, or of any other intervention by that State, or by any other person residing therein, or by anyone acting on behalf of such a person, on the ground that the construction, mechanism, parts, accessories or working of the aircraft constitute infringement of a patent or design duly granted or registered in the State whose territory the aircraft has entered. It is further agreed that in no case shall the State whose territory the aircraft has entered require the deposit of a bond in connexion with the exemption of aircraft from seizure or detention as mentioned above.

(b) The provisions of paragraph (a) of the present article shall also apply to the warehousing of spare parts and accessories and to the right to use or install such parts and accessories when an aircraft of one Contracting Party undergoes repair in the territory of the other Contracting Party, provided that no such warehoused parts or accessories protected by patent shall be either sold or distributed within the Contracting State whose territory the aircraft has entered or be re-exported commercially.

*Article 10*

Every aircraft used by an airline designated by one of the Contracting Parties for routes covered by the present agreement shall carry the following documents:

- (a) Its certificate of registration;
- (b) Its certificate of airworthiness;
- (c) The appropriate licences for each member of the crew;
- (d) Its journey log book;
- (e) Its aircraft radio station licence;
- (f) A passenger list showing place of embarkation and destination;
  
- (g) A manifest and detailed declaration of cargo;
- (h) A special licence to carry certain types of cargo.

#### *Article 11*

The Contracting Parties shall endeavour to settle any difference relating to the interpretation or application of the present agreement by direct negotiation between their competent aviation authorities or, should such negotiation be unsuccessful, through the diplomatic channel.

#### *Article 12*

The flying staff employed in the operation of the airlines referred to in the present agreement must consist exclusively of permanent civilian employees of the airlines.

The total number of crews used for operating the agreed routes shall not exceed five for each route.

The airlines designated to operate the services shall submit, through their respective aviation authorities, to the other Contracting Party a list of the names of all flying staff proposed to be used on each route.

Each Contracting Party reserves the right to refuse to accept one or more persons on the list submitted.

#### *Article 13*

The present agreement cancels and replaces all earlier Czechoslovak-Yugoslav air navigation agreements.

#### *Article 14*

If either of the Contracting Parties considers it desirable to amend, or add to, any clause of the annex to this agreement, the competent aviation

authorities of the two Contracting Parties may make such amendments or additions by direct agreement between themselves.

In the event of the two Contracting Parties ratifying or acceding to a multilateral aviation convention, the present agreement and annex shall be amended to conform with the provisions of such convention as soon as that convention shall have come into force.

#### *Article 15*

For the purpose of this agreement and its annex the term "competent aviation authorities" shall mean:

In the Czechoslovak Republic:

The National Aviation Department at the Ministry of Transport or any other person or department authorized to perform the duties at present performed by the said National Aviation Department at the Ministry of Transport or similar duties; and

In the Federal People's Republic of Yugoslavia:

The Central Civil Aviation Department or any other person or department authorized to perform the duties at present performed by the said Central Civil Aviation Department, or similar duties.

#### *Article 16*

The above provisions may be applied from the date of signature of the present agreement. This agreement shall come into force on the day the Governments of the two Contracting Parties give notice, by an exchange of notes, of their intention to consider it as definitive.

It shall be open to either Contracting Party at any time to give notice to the other of its desire to denounce this agreement. Such denunciation shall take effect six months after the date of receipt of the notice by the other Contracting Party, unless such notice be withdrawn by mutual agreement before the expiry of this period.

IN FAITH WHEREOF the undersigned representatives, being duly authorized by their respective Governments, have signed the present agreement and thereto affixed their seals.

DONE at Belgrade, in duplicate, in Czech and Serbo-Croat, both texts being equally authentic, this fourteenth day of March, 1948.

For the Government  
of the Czechoslovak Republic:

Dr. Josef KORBEL  
Gen. V. STANOVSKY

For the Government  
of the Federal People's  
Republic of Yugoslavia:  
A. ČEPAR  
L. AMBROZIC

## ANNEX

TO THE AIR TRANSPORT AGREEMENT BETWEEN THE CZECHOSLOVAK REPUBLIC AND  
THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA

### *Section I*

The Government of the Federal People's Republic of Yugoslavia shall grant, on a basis of reciprocity, to the airline or airlines designated by the Government of the Czechoslovak Republic, the necessary authorization to operate the following air routes:

- (1) Prague—Belgrade,
- (2) Prague—Bratislava—Zagreb—Zadar,
- (3) Prague—Belgrade—Sofia and beyond,
- (4) Prague—(Bratislava)—transit across Yugoslav territory—Sofia—and/or Istanbul and beyond,
- (5) Prague—transit across Yugoslav territory—Rome,
- (6) Prague—Zagreb—Rome.

Such authorization shall include:

- (a) The right to pick up, in the Federal People's Republic of Yugoslavia, passengers, cargo and mail for the Czechoslovak Republic or other States;
- (b) The right to set down, in the Federal People's Republic of Yugoslavia, passengers, cargo and mail from the Czechoslovak Republic or other States.

### *Section II*

The Government of the Czechoslovak Republic shall grant, on a basis of reciprocity, to the airline or airlines designated by the Government of the Federal People's Republic of Yugoslavia, the necessary authorization for operating the following air routes:



- (1) Belgrade—Prague,
- (2) Zadar—Zagreb—Bratislava—Prague,
- (3) Belgrade—Prague—Amsterdam and beyond,
- (4) Belgrade—Budapest—transit across Czechoslovak territory—Warsaw and beyond,
- (5) Belgrade—Prague and beyond,
- (6) Belgrade—transit across Czechoslovak territory—and beyond.

Such authorization shall include:

(a) The right to pick up, in the Czechoslovak Republic, passengers, cargo and mail for the Federal People's Republic of Yugoslavia or other States;

(b) The right to set down, in the Czechoslovak Republic, passengers, cargo and mail from the Federal People's Republic of Yugoslavia or other States.

Traffic on air routes mentioned under (5) and (6) shall be inaugurated one month after the competent Yugoslav aviation authorities have notified to the competent Czechoslovak aviation authorities the route to be followed on one or both of these air routes.

### *Section III*

The airlines designated by the two Contracting Parties shall agree between themselves on the technical and commercial operating conditions of the air routes mentioned in this annex. Such agreement shall be subject to the approval of the competent aviation authorities of the two Contracting Parties.

### *Section IV*

The airlines designated by the two Contracting Parties shall fix by agreement the rates to be applied on those sections of the routes mentioned in the present annex which link places in the territories of the two Contracting Parties and shall submit such rates for the approval of the competent aviation authorities of the two Contracting Parties. If the airlines are unable to reach agreement on rates, the procedure provided for in article 12 of this agreement shall be applied.

## FINAL PROTOCOL

RELATING TO THE NEGOTIATION OF AN AIR TRANSPORT AGREEMENT BETWEEN  
THE CZECHOSLOVAK REPUBLIC AND THE FEDERAL PEOPLE'S REPUBLIC OF  
YUGOSLAVIA

The following took part in the negotiations:

*For the Czechoslovak Republic:*

Brigadier-General Vilém Stanovský, Head of the National Aviation Department  
at the Ministry of Transport,

Dr. Vilém Bauer, Technical Adviser to the Ministry of Transport,

Mr. Arthur H. Samek, Commercial Attaché of the Czechoslovak Embassy;

*For the Federal People's Republic of Yugoslavia:*

Major-General Ladislav Ambrožić, Director-general of the Central Civil  
Aviation Department,

Mr. Zdravko Pudarić, Director of the Central Civil Aviation Department,

Dr. Nikodije Jovanović, Counsellor in the Ministry of Foreign Affairs,

Mr. Svetozar Mitrović, Inspector of the Central Civil Aviation Department,

Mr. Tihomír Marković, Deputy Inspector of the Central Civil Aviation  
Department,

Mr. Dušan Jović, Legal Expert of the Central Civil Aviation Department.

The delegations agreed as follows:

(1) The present Belgrade-Warsaw service shall continue in operation until  
the necessary technical conditions are fulfilled for the inauguration of the  
service Belgrade-Budapest-Warsaw and beyond.

(2) Unscheduled flights and unscheduled non-stop flights shall continue  
to be organized, so far as required, through the diplomatic channel.

The negotiations took place from 12 to 14 March 1948 at the Central  
Civil Aviation Department, Belgrade, and ended in the signing of the agreement  
on 14 March 1948.

The agreement was signed by the following:

*For the Government of the Czechoslovak Republic:*

Dr. Josef Korbela, Envoy Extraordinary and Minister Plenipotentiary of the Czechoslovak Republic at Belgrade,  
Brigadier-General Vilém Stanovský, Head of the National Aviation Department at the Ministry of Transport.

*For the Government of the Federal People's Republic of Yugoslavia:*

Mr. Alojs Čepar, Deputy Minister of Transport of the Federal People's Republic of Yugoslavia,  
Major-General Ladislav Ambrožić, Directeur-General of the Central Civil Aviation Department,

it being agreed that Dr. Josef Korbela, Envoy Extraordinary and Minister Plenipotentiary of the Czechoslovak Republic at Belgrade, who was absent at the time, would sign the agreement at a later date.

DONE at Belgrade, this fourteenth day of March 1948, in Czech and Serbo-Croat<sup>1</sup>, both texts being equally authentic.

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<sup>1</sup>The text of this protocol was transmitted in the Czech language only.