

No. 4770

**AUSTRIA
and
POLAND**

**Air Transport Agreement (with annexes). Signed at Vienna,
on 8 February 1956**

Official texts: German and Polish.

Registered by the International Civil Aviation Organization on 17 June 1959.

**AUTRICHE
et
POLOGNE**

**Accord (avec annexes) relatif aux transports aériens. Signé
à Vienne, le 8 février 1956**

Textes officiels allemand et polonais.

Enregistré par l'Organisation de l'aviation civile internationale le 17 juin 1959.

[TRANSLATION¹ — TRADUCTION²]

No. 4770. AIR TRANSPORT AGREEMENT³ BETWEEN THE
AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF POLAND.
SIGNED AT VIENNA, ON 8 FEBRUARY 1956

The Federal Government of Austria and the Government of the People's Republic of Poland desiring to regulate the mutual relations within the field of civil air transportation and to stimulate the development of air transport between the two countries, hereby conclude the following Agreement :

Article I

Each Contracting Party grants to the other Contracting Party the rights specified in Annex 1⁴ of this Agreement for the purpose of establishing and operating air services on the routes specified in the Annex.

Article II

(1) Each Contracting Party will designate to the other Contracting Party an airline or airlines for the purpose of operating the specified routes and will decide on the date of the commencement provided that the operating authorization mentioned in paragraph 2 of this Article will have been granted.

(2) Each Contracting Party will, provided that provisions in paragraph 4 of this Article have been complied with, without undue delay grant the appropriate operating authorization to the airline or airlines designated by the other Contracting Party.

(3) Before granting the operating authorization for the opening of the air services specified in Annex 1, the Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed by the laws and regulations normally and reasonably applied by them to the operations of international airlines.

(4) Each Contracting Party reserves the right to withhold or revoke an operating authorization of an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such

¹ Translation by the Government of Austria.

² Traduction du Gouvernement autrichien.

³ Came into force on 1 April 1956 by an exchange of notes, in accordance with article XVI.

⁴ See p. 250 of this volume.

airline are vested in the other Contracting Party or in physical or juristic persons of that Contracting Party, or in case of failure by that airline to comply with the laws and regulations referred to in Article X hereof.

This right shall be exercised only after consultation with the other Contracting Party unless immediate suspension of the operating authorization is essential to prevent further violations (of laws or regulations).

Article III

All problems connected with the safety and technical operation of flights are described in Annex 2¹ of this Agreement and shall fall within the competence of the Aeronautical Authorities of the Contracting Parties.

Article IV

All questions of a commercial nature, especially the establishment of flight schedules including frequency of service, tariffs, payment procedures as well as the servicing of aircraft on the ground shall be regulated in separate agreements between the designated Austrian and Polish airlines.

Article V

(1) Charges and other fees for the use of each airport, its facilities and technical equipment within the territory of the Republic of Austria will be imposed upon the Polish airlines in accordance with officially established rates and tariffs.

(2) Charges and other fees for the use of each airport, its facilities and technical equipment by an Austrian airline on the territory of the People's Republic of Poland shall not be higher than the rates and tariffs which shall be imposed upon a Polish airline for analogous services within the territory of the Republic of Austria.

(3) Payment will be made in accordance with the Payments Agreement concluded between the Contracting Parties and in force at that time.

Article VI

(1) Aircraft carrying out flights in accordance with Article I of this Agreement, as well as fuel, lubricating oils, spare parts, regular equipment and food stores on board of these aircraft shall, upon entry into or departure from the territory of the other Contracting Party, be exempt from import and export customs and other duties, also in the cases where such supplies be used or consumed by such aircraft on flights within that territory, but with the exception of those cases where they are disposed of within the territory of the other Contracting Party.

¹ See p. 252 of this volume.

(2) Spare parts, fuel and lubricating oils necessary for the safe operation of flights in accordance with Article I of this Agreement, as well as tools intended for supplementing the aircraft's set of tools shall be admitted for import into or export from the territory of the other Contracting Party free of import and export customs duties and other charges, yet without the right to dispose of them within this territory.

(3) While within the territory of the other Contracting Party, the abovementioned items are subject to control by the customs authorities.

Article VII

(1) The tariffs used by the airlines designated according to Article II, paragraph 1 of this Agreement, shall be mutually agreed to in case the airlines of the two Contracting Parties operate only over sections of the routes specified in Annex 1 to this Agreement. Such Agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association (IATA).

(2) The tariffs so agreed shall be subject to approval by the Aeronautical Authorities of both Contracting Parties.

Article VIII

Aircraft of airlines designated by either Contracting Party according to Article II, paragraph 1 of this Agreement, are required to bear the insignia of their countries recognised in international air traffic when flying over the territory of the other Contracting Party and are required to carry about them registration papers, certificates of airworthiness and an aircraft radio station license. In addition, the appropriate authorities of either Contracting Party shall lay down which other board documents their own aircraft have to carry in international air traffic and will inform the pertinent authorities of the other Contracting Party of these documents. Pilots and other members of the operating crew shall be in possession of the prescribed licenses.

Article IX

Certificates of competency and licenses of nationals of one Contracting Party, as well as certificates of airworthiness, issued or rendered valid by that Party, shall be recognized by the other Contracting Party for the purpose of operating the routes and services described in Article I of this Agreement.

Each Contracting Party reserves the right, however, to refuse to recognise certificates of competency and licenses granted to its own nationals by the other Contracting Party or by another State.

Article X

(1) The laws and regulations of a Contracting Party relating to the entry into, stay within 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 be applied also to the aircraft of an airline designated by the other Contracting Party.

(2) Passengers, crews, and senders of goods are obligated to comply personally or through a third person acting in their behalf and for their account, with the laws and regulations governing the entry into, stay within and departure from the territory of the other Contracting Party of passengers, crews, and goods. This applies especially to regulations relating to import, export, immigration, customs, and quarantine.

Article XI

In the case of an emergency landing, damage or catastrophe to an aircraft of one Contracting Party occurring in the territory of the other Contracting Party, the Party on whose territory the incident occurred shall notify the other Party of such incident without delay, take the necessary measures to investigate the cause of the incident and shall, upon request by the other Party, grant unrestrained entry into its territory to representatives of that Party for the purpose of participating in the investigation of this incident, and shall also take, without delay, immediate measures for the rescue of crews and passengers provided they have suffered from this incident, and shall ensure the integrity of mail, baggage, and cargo carried by the aircraft. The Party conducting the investigation of the accident undertakes to communicate the findings in the matter to the other Party.

Article XII

The airlines designated by the Contracting Parties according to Article II, paragraph 1, of this Agreement shall have the right to station within the territory of the other Contracting Party, the technical and commercial staff necessary for the operation of the air services described in Annex 1 to this Agreement.

Article XIII

For the purposes of this Agreement and its Annexes :

- (a) the term "Aeronautical Authority" shall mean, in the case of Austria, the "Federal Ministry of Transport and Nationalized Industries, Aviation Department" or any person or body authorized to perform the functions presently exercised by the Aviation Department, and, in the case of Poland, the "Ministry of Road and Air Transport" or any person or body authorized to perform the functions presently exercised by this Ministry.

- (b) The term "Designated Airline" shall mean an airline which the Aeronautical Authority of one Contracting Party intends to notify in writing to the Aeronautical Authority of the other Contracting Party as the airline designated by it in accordance with Articles I and II of this Agreement for the operation of the routes specified in such notification.

Article XIV

(1) If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may at any time propose such modification to the other Contracting Party. Consultations between the two Contracting Parties concerning such proposed modification shall begin within a period of sixty days from the date the request was made by one of the Contracting Parties.

(2) In the event either of the Contracting Parties considers it desirable to modify one of the Annexes of this Agreement, such modification shall be agreed upon in consultation between the Aeronautical Authorities of the two Contracting Parties.

(3) Any modifications of this Agreement or its Annexes according to paragraphs 1 and 2 of this Article shall come into effect when they have been confirmed by an Exchange of Notes through diplomatic channels.

Article XV

The Aeronautical Authorities of the Contracting Parties will consult from time to time in the spirit of close collaboration to ensure the observance of the principles and implementation of the provisions laid down in this Agreement and its Annexes.

Article XVI

The date of the coming into force of this Agreement shall be determined by an exchange of diplomatic notes. It shall be in force until such time as one of the Contracting Parties informs the other Contracting Party of its desire to denounce the Agreement. In such case the Agreement shall terminate after a period of twelve months following the transmittal of the notice of denunciation to the other Contracting Party.

IN WITNESS WHEREOF the undersigned plenipotentiaries of both Parties have signed the present Agreement and affixed thereto their seals.

DONE this 8th day of February 1956 in double original, at Vienna, in the German and Polish languages, each of which shall be of equal authenticity.

For the Federal Government of Austria :

(Signed) FIGL

For the Government of the People's Republic of Poland :

(Signed) A. BIDA

ANNEX 1

A

The airlines designated by each Contracting Party are accorded rights of transit and non-traffic stops within the territory of the other Contracting Party ; they are also entitled to use the airports and other facilities open to international air traffic. Moreover, they are accorded the right to pick up and put down international traffic of passengers, mail and cargo in accordance with the terms of this Agreement and with exception of all cabotage in the territory of the other Contracting Party.

B

(a) In case of incidents involving aircraft, crews, passengers, baggage or cargo of an airline designated by one Contracting Party, caused by the failure of the Aeronautical Authority, the airline or the airport operating company of the other Contracting Party to discharge the obligations assumed under this Agreement, or by gross negligence or wilful act on the part of their employees or representatives, the Aeronautical Authority, airline or airport operating company held liable shall assume financial liability to the extent of the damage actually caused within the limits set forth in the applicable national laws of the Contracting Parties or to the extent of their international obligations assumed under multilateral Conventions.

(b) In case an aircraft of an airline designated by one Contracting Party causes any damage to the other Contracting Party or third persons on the surface, the airline found guilty will assume financial responsibility according to the laws of the Contracting Party on whose territory the incident occurred.

C

(a) The transport capacity offered by each of the designated airlines will be adapted to the traffic requirements.

(b) On the jointly operated routes the designated airlines shall take into account their reciprocal interests so as not to affect them unduly.

(c) The air services provided in this Annex have as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic.

(d) The right to embark or disembark within the territory of the other Contracting Party at points specified in this Annex, international traffic of passengers, mail and cargo destined for or coming from third countries, shall be exercised in conformity with the general principles of orderly development to which the Contracting Parties subscribe and shall be subject to the condition that capacity shall be related :

1. to the traffic requirements between the country of origin and the countries of destination ;
2. to the requirements of economic operation of the air services specified in this Annex ;

3. to the traffic requirements of the area through which the airline passes, after taking into account local and regional services.

D

The airlines designated by the Contracting Parties are authorized to operate the following air services :

a) *Austrian air services :*

1. Vienna — Warsaw
2. Vienna — Warsaw — Moscow ;

b) *Polish air services :*

1. Warsaw — Vienna
2. Warsaw — Vienna — Rome.

A N N E X 2

A.

The Contracting Parties undertake to develop the exchange of information between the authorities in charge of the safety of flights (the national Flight Safety Service in Austria, and the Air Traffic Service of the Civil Aviation Administration in Poland) in such a way that the safe and orderly operation of the air services described in this Agreement shall be ensured. This applies especially to the transmission of information by the air traffic control services (flight plan, flight information service—NOTAM, weather service).

B

The following provisions shall apply to the operation of flight safety services within the territories of the Contracting Parties which under Article X of this Agreement shall be performed in accordance with national regulations :

a) *Preparation of Flight*

Prior to departure aircraft crews shall receive verbal and written weather briefing for the entire route. They shall receive information as to the condition of airports and all data on navigational aids necessary for the operation of the flight. The pilot must file a flight plan. The departure of the aircraft shall not take place before this plan has been approved by the appropriate air traffic control center.

b) *Execution of Flight*

The flight has to be carried out in accordance with the data of the flight plan. Changes of the flight plan are subject to approval by the appropriate air traffic control center, the instructions of which are binding to the aircraft.

The aircraft must constantly be prepared to receive on the transmitting frequency of the appropriate ground radio station and to transmit on the receiving frequency of

this ground radio station. The Contracting Parties agree that air-ground communication shall be established via ultra-short waves in the English language.

The aircraft must report their position at the prescribed control points.

All data on the ground organization and especially on the navigational aids necessary for the safety of flights are contained, as far as Austrian Federal territory is concerned, in the Austrian Aviation Manual (AIP Austria) and relating to the territory of the People's Republic of Poland, in the NOTAMs and regulations issued by the Civil Aviation Administration.

The airlines must inform the appropriate flight safety services of the weather minima under which a landing at the airport is permitted. In addition, they must inform the said authorities of the landing procedure to be adopted in case of low visibility, provided that there is no standard landing procedure established for the airport. If a standard landing procedure is available the same has to be adopted.

C

The Aeronautical Authorities of the Contracting Parties shall establish a radio communication service between the airports of Vienna and Warsaw for the purpose of transmitting information necessary for the preparation and execution of flights.

D

Special flights on the routes specified under section D of Annex 1, shall be carried out only upon advance notification from the interested airline made at least 24 hours prior to the departure of the aircraft to the appropriate Aeronautical Authority.
