

No. 4771

**SWEDEN
and
POLAND**

Civil Air Transport Agreement (with annexes and exchange of notes). Signed at Warsaw, on 8 June 1956

Official text: French.

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

**SUÈDE
et
POLOGNE**

Accord relatif aux transports aériens civils (avec annexes et échange de notes). Signé à Varsovie, le 8 juin 1956

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 4771. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC. SIGNED AT WARSAW, ON 8 JUNE 1956

The Royal Government of Sweden and the Government of the Polish People's Republic (hereinafter referred to as the Contracting Parties), desiring to regulate mutual relations in the field of civil aviation and to promote the development of air services between the two countries, have agreed on the following provisions :

Article I

The two Contracting Parties grant each other the rights specified in annex 1² to this Agreement, necessary for the establishment and operation of the air services shown in the said annex.

Article II

(1) The air services shown in annex 1 to this Agreement may be inaugurated as soon as the Contracting Party to which the rights referred to in article I are granted has designated an airline for this purpose and as soon as the Contracting Party granting the rights has issued to the airline the appropriate operating permit.

(2) Subject to the provisions of paragraph (4) of this article, each Contracting Party shall without delay issue the requisite operating permit to the airline or airlines designated by the other Contracting Party.

(3) The aeronautical authority of either Contracting Party may, before authorizing the airlines designated by the other Contracting Party to inaugurate the air services shown in annex 1, require the said airlines to prove that they are qualified to fulfil the conditions prescribed by its laws and regulations currently and normally applied to the operation of international air services.

(4) Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that preponderant ownership and effective

¹ Applied provisionally as from the date of signature, 8 June 1956, in accordance with article XVI.

² See p. 269 of this volume.

control of such airline are vested in the other Contracting Party or in nationals or corporate bodies of that Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in article X.

Unless revocation of the permit is essential to prevent further infringements, this right shall be exercised only after consultation with the other Contracting Party.

Article III

Questions relating to the safety and technical conduct of flights shall be regulated in annex 2¹ to this Agreement and shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties.

Article IV

All commercial questions, in particular the regulations governing the settlement of accounts and the technical servicing of aircraft on the ground, and the fixing of flight schedules and rates, shall be dealt with by special agreements between the designated airlines.

The said agreements shall where appropriate be subject to approval by the competent aeronautical authorities of both Contracting Parties.

Article V

Fees and other charges for the use of airports, airport installations and technical facilities in the territory of each Contracting Party shall be payable in accordance with the fees and rates officially established.

Article VI

(1) Aircraft making flights in accordance with article I of this Agreement and fuel, lubricating oils, spare parts, regular equipment and stores present on board such aircraft shall, on arriving in or leaving the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges, even though such materials are used or consumed in flight over that territory, unless, however, they are transferred in the territory of the other Contracting Party to third parties.

(2) Spare parts, fuel and lubricating oils necessary for the performance and safety of flights made in accordance with article I of this Agreement and tools intended to complete the equipment of the aircraft shall, on importation into or exportation from the territory of the other Contracting Party, be exempt from im-

¹ See p. 271 of this volume.

port and export duties and other duties and charges but may not be transferred, in that territory, to third parties.

(3) The aforesaid supplies shall, in the territory of the other Contracting Party, be kept under customs supervision.

Article VII

(1) The rates to be applied by the designated airlines shall be fixed by agreement as regards such sections of the air routes enumerated in annex 1 to this Agreement as may be operated jointly by the airlines of both Contracting Parties. The said agreement shall so far as possible be concluded in accordance with the rate-fixing procedure established by the International Air Transport Association (IATA).

(2) In accordance with the provisions of article IV, all rates so fixed shall be subject to approval by the aeronautical authorities of both Contracting Parties.

Article VIII

Aircraft of the designated airlines shall, on flights in the territory of the other Contracting Party, bear the nationality and registration marks of their countries prescribed for international air navigation and carry certificates of registration, certificates of airworthiness and a licence for the aircraft's radio station. In addition the competent authorities of each Contracting Party shall prescribe such additional aircraft documents as their aircraft operated in international traffic shall be required to carry, and shall notify the competent authorities of the other Contracting Party thereof. Pilots in command of aircraft and other members of the crew shall be in possession of the prescribed licences.

Article IX

For the purpose of operating the air services specified in annex 1 to this Agreement, each Contracting Party shall recognize as valid the certificates of competency and licences of nationals of the other Contracting Party and certificates of airworthiness issued or rendered valid by that Party.

Article X

(1) The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft within its territory shall also apply to aircraft of the airline designated by the other Contracting Party.

(2) The passengers and crews of aircraft and consignors of goods shall comply, either in person 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 respecting the entry, stay and departure of passengers, crews and cargo. The foregoing shall apply in particular to the provisions respecting importation, exportation, immigration, customs and health measures.

Article XI

* In the event of a forced landing by, damage to or a disaster involving an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the accident occurs shall immediately notify the other Contracting Party thereof, take the necessary action to investigate the causes of the accident and, at the request of the other Contracting Party, grant representatives of that Party free access to its territory for the purpose of attending the inquiry into the accident. It shall likewise take immediate action to assist the crew and passengers injured in the accident and to protect the mail, baggage and cargo on board the aircraft. The Party conducting the inquiry shall report the findings thereof of the other Contracting Party.

Article XII

The airlines designated by either Contracting Party shall be entitled to maintain in the territory of the other Contracting Party such technical and commercial personnel as may be necessary for operation of the air services provided for in article I of this Agreement.

Article XIII

For the purpose of this Agreement and its annexes :

- (a) The expression "aeronautical authority" means : in the case of Sweden, "the Royal Board of Civil Aviation" or any agency authorized to perform the functions for which the said Board is at present responsible ; in the case of Poland, "the Ministry of Road and Air Transport" or any agency authorized to perform the functions for which the said Ministry is at present responsible ;
- (b) The expression "designated airline" means : any airline which the aeronautical authority of one Contracting Party shall have designated in a notice in writing to the aeronautical authority of the other Contracting Party as the airline which it intends to designate under articles I and II of this Agreement for the operation of the air services specified in the same notice.

Article XIV

(1) Either Contracting Party may at any time propose to the other Contracting Party any modification of this Agreement which it considers desirable ; a consultation between the Contracting Parties on the proposed modification shall begin within sixty days from the date of the request therefor by either Party.

(2) Should either Contracting Party consider it desirable to modify one of the annexes to this Agreement, the aeronautical authorities of the two Contracting Parties may agree to make such modification.

(3) Any modification of this Agreement or its annexes under paragraphs (1) and (2) of this article shall come into effect after it has been confirmed by an exchange of notes between the Contracting Parties.

Article XV

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time in order to satisfy themselves that the principles laid down in this Agreement and its annexes are being applied and observed in a satisfactory manner.

Article XVI

The entry into force of this Agreement shall be determined by an exchange of notes between the Contracting Parties, which shall take place at Warsaw. Nevertheless, the provisions of this Agreement shall be applied provisionally as from the date of its signature.

This Agreement shall remain in force unless one of the Contracting Parties gives notice of its desire to denounce the Agreement. In such event this Agreement shall terminate twelve months after the date on which notice is received by the other Contracting Party.

IN WITNESS WHEREOF the undersigned, having been duly authorized for the purpose, have signed this Agreement.

DONE at Warsaw, on 8 June 1956, in duplicate in French.

For the Royal Government
of Sweden :

(Signed) HENRIK WINBERG

For the Government
of the Polish People's
Republic :

(Signed) J. BURGIN

ANNEX 1

A

The airlines designated by each Contracting Party shall enjoy, in the territory of the other Contracting Party, the right of transit and the right to make technical stops ; they may also use airports and other aeronautical facilities provided for international traffic. They shall also enjoy, in the territory of the other Contracting Party, the right to pick up and set down international traffic in passengers, baggage, mail and cargo in accordance with the terms of this Agreement, such right being exclusive of any right of cabotage in the said territory.

B

(a) In the event of any accident to the aircraft, crews, passengers, baggage or cargo of an airline of either Contracting Party resulting from failure on the part of the aeronautical authority, airline or airport operating undertaking of the other Contracting Party to comply with its obligations under this Agreement, or caused by a serious error or a deliberate act on the part of its employees or representatives, the responsible aeronautical authority, airline or airport operating undertaking shall be liable, according to the actual extent of the damage sustained, within the limits determined by the national laws of the Contracting Parties or by their international obligations under multilateral international conventions.

(b) In the event of any damage caused by an aircraft of an airline of either Contracting Party to the other Contracting Party or to third parties on the ground, the airline which is at fault shall bear civil liability, in accordance with the laws of the Contracting Party in whose territory the occurrence took place.

C

The designated airlines shall be authorized to operate on the following air routes :

(a) *Swedish routes :*

- (1) Stockholm-Copenhagen-Warsaw, in both directions,
- (2) Stockholm-Copenhagen-Warsaw and/or Istanbul-points beyond, in both directions.

(b) *Polish routes :*

- (1) Warsaw-Copenhagen-Stockholm, in both directions,
- (2) Warsaw-Copenhagen-Stockholm-points beyond, in both directions.

The airline or airlines designated to operate on the routes specified above may omit intermediate stops mentioned therein.

ANNEX 2

A

The Contracting Parties undertake to organize the exchange of information between the services responsible for matters relating to flight safety (in Sweden : the Air Traffic Service of the Royal Board of Civil Aviation ; in Poland : the Air Traffic Service of the Civil Aviation Administration) in order to ensure the safety and regularity of the air services provided for in this Agreement. This provision applies, in particular, to the transmission of air traffic control service messages (flight plan ; aeronautical information service—NOTAM ; meteorological service).

B

The following provisions in particular shall form a compulsory feature of the flight safety service in the territories of the Contracting Parties, which by virtue of article X of this Agreement shall be provided in accordance with national regulations :

(a) Preparation for flights

Before departure, crews shall be provided with written and oral information regarding weather conditions over the whole route. Crews shall be provided with information on the condition of airports and on all navigational aids necessary for making the flight. A flight plan shall be prepared by the pilot in command of the aircraft. No aircraft shall be allowed to take off until the said plan has been approved by the competent air traffic control centre ;

(b) Conduct of flights

Each flight shall be carried out in accordance with the terms of the flight plan. No departure from the flight plan may be made without the approval of the competent area control centre. Aircraft shall obey the instructions of the competent air traffic control centre.

Aircraft shall maintain an uninterrupted listening watch on the transmitting frequency of the competent area radio station. They shall likewise be prepared to transmit on the said station's receiving frequency. The Contracting Parties agree that air-ground communication shall if possible be effected by radiotelephony on ultra-short wavelengths. The English language shall be used for such communication.

Aircraft shall transmit position reports at prearranged points.

All information concerning ground services and, in particular, concerning the navigational aids necessary for flight safety shall be taken, in respect of Swedish territory, from AIP-Sweden and NOTAMS and, in respect of Polish territory, from NOTAMS and the regulations published by the Civil Aviation Administration.

The designated airlines shall advise the authorities responsible for matters relating to flight safety of the minimum weather conditions for landings at the airport. In the absence of a standard procedure for landing at the airport, they shall also advise the

said authorities of the procedure for landing their aircraft in low visibility conditions. Where a standard landing procedure exists it shall be used.

C

For the purpose of transmitting the information necessary for the preparation and conduct of flights, the aeronautical authorities of the Contracting Parties shall maintain a fixed communication service between the airports at Stockholm (Bromma) and Warsaw (Okęcie).

D

On the air routes shown in annex 1, section C, non-scheduled flights shall not be made without advance notice, which shall be given by the airline concerned to the competent aeronautical authority not less than twenty-four hours before the departure of the aircraft.

EXCHANGE OF NOTES

I

Warsaw, 8 June 1956

Sir,

With reference to the Civil Air Transport Agreement between the Government of the Polish People's Republic and the Royal Government of Sweden, signed on 8 June 1956,¹ I have the honour to inform you that, in accordance with article II of that Agreement, the Polish Government has designated Polskie Linie Lotnicze "Lot" to operate the routes specified in annex 1 to that Agreement.

At the same time I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

(1) AB Aerotransport (ABA), co-operating with Det Danske Luftfartselskab (DDL) and Det Norske Luftfartselskap (DNL) under the designation of Scandinavian Airlines System (SAS), shall be authorized to operate the services assigned to it in the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

(2) In so far as AB Aerotransport (ABA) employs aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of AB Aerotransport

¹ See p. 259 of this volume.

(ABA), and the competent Swedish authorities and AB Aerotransport (ABA) shall accept full responsibility under the Agreement therefor.

I have the honour to be, etc.

(Signed) J. BURGIN

Mr. H. Winberg
Chairman of the Swedish Delegation

II

Warsaw, 8 June 1956

Sir,

With reference to the Civil Air Transport Agreement between the Royal Government of Sweden and the Government of the Polish People's Republic, signed on 8 June 1956, I have the honour to inform you that, in accordance with article II of that Agreement, the Swedish Government has designated AB Aerotransport (ABA) to operate the routes specified in annex 1 to that Agreement.

In this connexion I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

[See note I]

I have the honour to be, etc.

(Signed) H. WINBERG

Mr. J. Burgin
Chairman of the Polish Delegation