

No. 4774

**SWEDEN
and
HUNGARY**

Civil Air Transport Agreement (with annexes and exchange of notes). Signed at Budapest, on 2 August 1957

Official text: French.

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

**SUÈDE
et
HONGRIE**

Accord relatif aux transports aériens civils (avec annexes et échange de notes). Signé à Budapest, le 2 août 1957

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 4774. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC. SIGNED AT BUDAPEST, ON 2 AUGUST 1957

The Royal Government of Sweden and the Government of the Hungarian 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 said airline the appropriate operating permit.

(2) Subject to the conditions set forth in paragraph (4) of this article, each Contracting Party shall as soon as possible 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 under the laws and regulations 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 Came into force on 2 August 1957, at the time of signature, in accordance with article XV.

² See p. 317 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 IX.

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

Fees and other charges imposed 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.

If the fees imposed by the two countries in respect of similar types of aircraft and similar services are not identical, the aeronautical authorities shall recognize the fees of one Contracting Party for airlines designated by the Contracting Parties.

Article V

(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 import and export duties and other duties and charges, provided, however, that they have not been 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.

¹ See p. 319 of this volume.

Article VI

Commercial questions, i.e., the regulations governing settlement for the 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 rates shall so far as possible be fixed in accordance with the procedure established by the International Air Transport Association (IATA).

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

Article VII

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 issued 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 VIII

For the purpose of operating the air services specified in annex I 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 IX

(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.

(3) Passengers in transit through the territory of a Contracting Party shall be subject to simplified control measures. Baggage and cargo shall be exempt from customs duties, import charges and other national duties and charges if in direct transit.

Article X

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 and, if the other Contracting Party so desires, hand over to it all relevant material.

Article XI

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 XII

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 functions for which, when necessary, the said Board would be responsible ; in the case of the Hungarian People's Republic, "the Principal Directorate of Aviation of the Ministry of Communications and Postal Services" or any agency authorized to perform functions for which, when necessary, the said Directorate would be 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 XIII

(1) Either Contracting Party may at any time propose to the other Contracting Party such modification of this Agreement as it considers desirable. The con-

sultation between the Contracting Parties on the proposed modification shall take place 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 XIV

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 XV

This Agreement shall enter into force at the time of signature and 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 in two original copies in the French language at Budapest, on 2 August 1957.

For the Royal Government
of Sweden :
Carl Olof GISLE

For the Government
of the Hungarian People's Republic :
Rudolf RÓNAI

A N N E X 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 and on the routes defined in section B, 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

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

(a) *Swedish routes :*

Points in Sweden—points in Denmark—points in Germany or in Poland—points in Czechoslovakia—points in Austria—Budapest—Ferihegy—points in Yugoslavia or in Bulgaria or in Romania— points in Greece or in Turkey or in Switzerland— points beyond towards the Near, Middle and Far East or Africa and South America, in both directions.

(b) *Hungarian routes :*

Budapest—Vienna—Prague—Berlin—Copenhagen—Stockholm—Helsinki, in both directions.

All or part of the above routes may be operated by one or more air services.

ANNEX 2

A

The Contracting Parties undertake to organize an 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 Hungary : the NOTAM Service of the Principal Directorate of Aviation of the Ministry of Communications and Postal Services) 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 IX of this Agreement shall be provided in accordance with national regulations :

(a) *Preparation for flight*

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, except in extraordinary circumstances requiring immediate action. Aircraft shall obey the instructions of the competent air traffic control centre.

Aircraft shall maintain a 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 ultra-short wave lengths. The English language shall be used for such communication.

Aircraft shall transmit position reports at prearranged points.

All information concerning the organization of 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 Hungarian territory, from NOTAMS and the regulations published by the Principal Directorate of Aviation.

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 if possible.

On the air routes shown in annex 1, section B, 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 forty-eight hours before the departure of the aircraft.

EXCHANGE OF NOTES

I

Budapest, 2 August 1957

Sir,

With reference to the Civil Air Transport Agreement between the Royal Government of Sweden and the Government of the Hungarian People's Republic signed at Budapest on 2 August 1957,¹ 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 :

¹ See p. 309 of this volume.

(1) AB Aerotransport (ABA), co-operating with Det Danske Luftfartselskab (DDL) and Det Norske Luftfartselskap (DNL) under the designation of Scandinavian Airline 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 (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.

Carl Olof GISLE

Mr. Rudolf Rónai
Principal Director of Aviation
Budapest

II

Budapest, 2 August 1957

Sir,

With reference to the Civil Air Transport Agreement between the Government of the Hungarian People's Republic and the Royal Government of Sweden signed at Budapest on 2 August 1957, I have the honour to inform you that, in accordance with article II of that Agreement, the Hungarian Government has designated MALEV 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 :

[See note I]

I have the honour to be, etc.

Rudolf RÓNAI

Mr. Carl Olof Gisle
Envoy Extraordinary and Minister Plenipotentiary
Budapest