

No. 4954

**DENMARK
and
HUNGARY**

**Civil Air Transport Agreement (with annexes and exchange
of notes). Signed at Budapest, on 17 July 1958**

Official text : French.

Registered by Denmark on 6 November 1959.

**DANEMARK
et
HONGRIE.**

**Accord relatif aux transports aériens civils (avec annexes
et échange de notes). Signé à Budapest, le 17 juillet
1958**

Texte officiel français.

Enregistré par le Danemark le 6 novembre 1959.

[TRANSLATION — TRADUCTION]

No. 4954. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF DENMARK AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC. SIGNED AT BUDAPEST, ON 17 JULY 1958

The Royal Government of Denmark 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 I* 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 I 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 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 I, require the said airlines to prove that they are qualified to fulfil the conditions prescribed by the laws and regulations normally applied to the operation of international air services.

¹ Came into force on 9 July 1959, the date of the exchange of notes signifying completion of the formalities of ratification or approval of the Agreement, in accordance with article XVI.

* See p. 293 of this volume.

(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 substantial ownership and effective 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

(1) Each Contracting Party shall prescribe the routes to be followed over its territory by aircraft of the airline designated by the other Contracting Party in operating the services specified in annex I. The routes to be followed by aircraft shall so far as possible be determined with due regard for economy of operation and for safety of navigation.

(2) Questions relating to the safety and technical conduct of flights shall be regulated in annex II¹ to this Agreement and shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties.

Article IV

Fees and other charges for the use of airports and of airport installations and technical facilities in the territory of either Contracting Party shall be levied in accordance with the rates and tariffs officially established.

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.

The articles referred to in this paragraph may not be sold in internal trade or disposed of in the territory of that Contracting Party.

(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 ex-

¹ See p. 295 of this volume.

portation from the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges. Fuels, lubricants and spare parts may be stored by each of the designated airlines at the airports served by them under annex I to this Agreement.

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

Article VI

Commercial questions, i.e. the arrangements for the servicing of aircraft on the ground and the fixing of flight schedules shall be settled by agreement between the designated airlines. The tariffs to be applied by the designated airlines shall be fixed in the same manner as regards such sections of the air routes enumerated in annex I to this Agreement as may be operated jointly by the airlines of both Contracting Parties. Such agreement shall be concluded in accordance with the rate-fixing procedure established by the International Air Transport Association (IATA) unless there is reason to resort to a different procedure. The tariffs so fixed shall be subject to approval by the aeronautical authorities of both Contracting Parties.

Article VII

Aircraft of the designated airlines shall, on flights over 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. Moreover 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 documents.

Article VIII

For the purpose of operating the air services specified in annex I to this Agreement, each Contracting Party shall recognize as valid certificates of competency, licences and certificates of airworthiness issued or rendered valid by the other 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, navigation and piloting of such aircraft within its territory shall also apply to aircraft of the airline designated by the other Contracting Party.

(2) The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews and cargo shall apply to the passengers, crews and cargo of aircraft belonging to the airline designated by the other Contracting Party.

(3) Passengers in transit through the territory of a Contracting Party shall be subject to a simplified control system. 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 as observers 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 to the other Contracting Party and, if the other Contracting Party so desires, hand over to it all relevant material.

Article XI

The designated airlines 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. The number of persons to be employed for this purpose shall be agreed between the Contracting Parties.

Article XII

Questions relating to the settlement of accounts shall be regulated by special contracts between the airlines designated by the Contracting Parties, concluded in accordance with the payments agreements in force between the Contracting Parties, or, in the absence of such agreements, shall be dealt with in accordance

with the exchange regulations in force in the territories of the Contracting Parties. The Contracting Parties shall do everything in their power to facilitate the transfer of the funds involved.

Article XIII

For the purpose of this Agreement and its annexes :

(a) The expression "aeronautical authority" means :

In the case of the Kingdom of Denmark, "the Ministry of Public Works" or any agency authorized to perform the functions for which the said Ministry is at present responsible ;

In the case of the Hungarian People's Republic, the Directorate-General of Civil Aviation of the Ministry of Communications and Postal Services or any agency authorized to perform the functions for which the said Directorate 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. Consultation between the Contracting Parties on the proposed modification shall take place within sixty days from the date of the request therefore 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

(1) 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.

(2) Any dispute relating to the interpretation or application of this Agreement or its annexes shall be settled by direct negotiation between the competent aeronautical authorities. If agreement cannot be reached by negotiation, a settlement shall be sought through the diplomatic channel.

Article XVI

The terms of this Agreement and its annexes shall be applied provisionally from the date of signature. The Agreement shall enter into force definitively on the date on which the Contracting Parties advise each other, by an exchange of notes, that they have completed the formalities of ratification or approval in accordance with their respective constitutional rules.

This Agreement may be denounced by either Contracting Party and shall terminate twelve months after the date on which notice of such denunciation 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 Budapest, on 17 July 1958, in duplicate in the French language.

For the Royal Government of Denmark :

Poul POULSEN

For the Government of the Hungarian People's Republic :

Rudolf RÓNAI

A N N E X I

1.

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, on the routes enumerated in paragraph 2 and 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.

2.

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

For the airline designated by Denmark :

- (a) — points in Denmark — via intermediate points to Hungary — Budapest (Ferihegy), in both directions ;

(b) — points in Denmark — via intermediate points to Hungary — Budapest (Ferihegy) and beyond, in both directions.

For the airline designated by the Hungarian People's Republic :

(c) — points in Hungary — via intermediate points to Denmark — Copenhagen, in both directions ;

(d) — points in Hungary — via intermediate points to Denmark — Copenhagen and beyond, in both directions.

A N N E X II

1.

The Contracting Parties undertake to organize the exchange of information between the services responsible for matters relating to flight safety (in Denmark : the Air Traffic Control Service of the Directorate of Civil Aviation ; in the Hungarian People's Republic : the Air Traffic Control Service) 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).

2.

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 flights*

Before departure, crews shall be provided with oral and written 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.

The crews of aircraft shall maintain a continuous listening watch on the transmitting frequency of the local flight control authority. They shall likewise be prepared to transmit on the said authority's receiving frequency. The Contracting Parties agree that communication on the said frequency or frequencies shall where possible be maintained by radiotelephony. The English language shall be used for such communication.

If communication cannot be maintained by radiotelephony, radiotelegraphy shall be used in accordance with the international Q Code.

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 Danish territory from AIP-Denmark and NOTAMS and, in respect of Hungarian territory, from AIP-Hungary and NOTAMS.

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.

3.

On the air routes shown in annex I, section 2, non-scheduled flights shall not be made without advance notice, which shall be given by the airline concerned to the competent aeronautical authority not later than forty-eight hours before the departure of the aircraft.

EXCHANGE OF NOTES

I

Budapest, 17 July 1958

Sir,

With reference to the Civil Air Transport Agreement between the Royal Government of Denmark and the Government of the Hungarian People's Republic, signed on 17 July 1958,¹ I have the honour to inform you that, in accordance with article II of that Agreement, the Danish Government has designated Det Danske Luftfartsselskab (DDL) to operate on the routes specified in annex I 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. Det Danske Luftfartsselskab (DDL), co-operating with Det Norske Luftfartsselskab (DNL) and AB Aerotransport (ABA) under the designation of Scandinavian Airlines System (SAS), shall be authorized to operate the services assigned to

¹ See p. 283 of this volume.

it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

2. In so far as Det Danske Luftfartselskab (DDL) 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 Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefor.

I have the honour to be, etc.

Poul POULSEN
Chairman of the Danish Delegation

Mr. Rudolf Rónai
Chairman of the Hungarian Delegation
Budapest

II

Budapest, 17 July 1958

Sir,

With reference to the Civil Air Transport Agreement between the Government of the Hungarian People's Republic and the Royal Government of Denmark, signed on 17 July 1958, I have the honour to inform you that, in accordance with article II of that Agreement, the Hungarian Government has designated Magyar Légiközlekedési Vállalat (MALEV) to operate on the routes specified in Annex I 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
Chairman of the Hungarian Delegation

Mr. Poul Poulsen
Chairman of the Danish Delegation
Budapest