

No. 5206

**YUGOSLAVIA
and
AUSTRIA**

**Agreement concerning air services (with annex). Signed
at Vienna, on 11 November 1953**

Official text: French.

Registered by Yugoslavia on 29 June 1960.

**YUGOSLAVIE
et
AUTRICHE**

**Accord relatif aux services aériens (avec annexe). Signé à
Vienne, le 11 novembre 1953**

Texte officiel français.

Enregistré par la Yougoslavie le 29 juin 1960.

[TRANSLATION — TRADUCTION]

No. 5206. AGREEMENT¹ CONCERNING AIR SERVICES BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE REPUBLIC OF AUSTRIA. SIGNED AT VIENNA, ON 11 NOVEMBER 1953

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

Desiring to establish scheduled air services between their two countries,

Have agreed as follows :

Article 1

The Contracting Parties grant each other on a basis of strict reciprocity the rights specified in the annex² hereto, for the purpose of establishing the scheduled air services enumerated therein. The said services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights are granted.

Article 2

1. Each of these services may be put into operation as soon as the Contracting Party to which the rights specified in the annex are granted has designated an airline for this purpose. The aeronautical authority of the Contracting Party granting the said rights shall, subject to paragraph 2 of this article and to article 8, issue an operating permit forthwith to the designated airline.

2. Nevertheless, the designated airline may, before being authorized to operate the agreed services, be called upon to satisfy the aeronautical authority competent to issue the operating permit that it fulfils the conditions prescribed under the laws and regulations normally applied by that authority.

Article 3

In operating the agreed services the designated airlines shall pay due regard to each other's interests so as to ensure that such operation shall proceed in an economical, sound and fair manner. In obedience to these principles, the two airlines shall endeavour, to the extent of their capabilities and in close co-operation, to provide transport capacity adequate to meet the normal and reasonably foreseeable require-

¹ Came into force on 11 November 1953, its acceptance having been communicated by the two Governments, by an exchange of notes of the same date, in accordance with article 16.

² See p. 161 of this volume.

ments of air traffic between the territory of the Contracting Party which has designated each airline and the countries of destination of the traffic.

Article 4

Tariffs shall be fixed at reasonable levels, due regard being paid to economy of operation, normal profit and the characteristics of the agreed services. In fixing these tariffs, account shall also be taken of the principles governing international air navigation in the matter.

The tariffs and time-tables agreed upon between the designated airlines shall first be submitted to the aeronautical authorities of the Contracting Parties for approval. If the airlines are unable to reach agreement, they shall refer the matter to their aeronautical authorities, which shall endeavour to find a solution within thirty days. In the interim, the existing tariffs and time-tables shall remain in effect.

Article 5

1. Each Contracting Party agrees that the duties and charges imposed on the designated airline of the other Contracting Party for the use of airports and other technical installations shall not be higher than the duties and charges paid by its own airlines operating similar international services.

2. Fuel, lubricating oils, spare parts and regular equipment introduced into or taken on board aircraft in the territory of one Contracting Party solely for use by aircraft belonging to the designated airline of the other Contracting Party and employed on the agreed services shall be accorded in that territory the treatment granted to national airlines operating similar international services, with respect to customs duties, inspection fees or other national duties and charges.

3. If the designated airline of one Contracting Party is exempt in the territory of that Party from certain of the duties referred to in paragraphs 1 and 2 above, the duties which the designated airline of the other Contracting Party shall be required to pay may not be higher than the minimum duties payable by the most favoured foreign airline.

4. Aircraft employed on the agreed services by the designated airline of one Contracting Party and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other national duties and charges, even though such supplies be used or consumed on flights over that territory.

5. Articles exempted under paragraph 4 above may not be unloaded in the territory of one Contracting Party save with the consent of the customs authorities

of that Contracting Party. Between flights they shall be subject to supervision by the said authorities.

6. The customs authorities shall, for good and sufficient technical reasons and on application by the commander of the aircraft, authorize the temporary unloading of articles which are subject to their supervision under paragraph 5 above.

7. Until such time as the designated Austrian airline operates scheduled air services with stops in Yugoslav territory, the designated Yugoslav airline shall be accorded in Austrian territory the same treatment as the most favoured foreign airline with respect to the charges referred to in paragraphs 1 and 2 of this article.

Article 6

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize as valid for the purpose of flights over its own territory certificates of competency or licences issued to its own nationals by another State.

Article 7

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 of such aircraft on and over that territory shall apply to aircraft of the designated airline of 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 crews, passengers, mail and cargo, such as those relating to control formalities, immigration, passports, customs and quarantine, shall apply to the crews, passengers, mail and cargo carried on board the aircraft of the designated airline of the other Contracting Party while within that territory.

Article 8

Each Contracting Party reserves the right to withhold an operating permit from the designated airline of the other Contracting Party or to revoke such permit whenever it has no proof that substantial ownership and effective control of that airline are vested in one or other of the Contracting Parties or in their nationals or whenever that airline fails to discharge its obligations under this Agreement.

Article 9

1. Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party in distress as it would to its national aircraft.

2. If an aircraft of either Contracting Party is involved in an accident in the territory of the other Contracting Party resulting in death, serious injury, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend the inquiry. The Contracting Party conducting the inquiry shall report the results and findings thereof to the other Contracting Party.

Article 10

Aircraft belonging to the designated airlines of the Contracting Parties and employed on the agreed services, and members of their crews, shall carry the following documents :

- (a) Certificate of registration ;
- (b) Certificate of airworthiness ;
- (c) Certificates of competency and appropriate licences for each member of the crew ;
- (d) Journey log book ;
- (e) Aircraft radio station licence ;
- (f) Passenger lists ;
- (g) Manifest and detailed declarations of cargo ;
- (h) If required, a special permit to carry certain types of cargo by air.

The conditions governing the issue of such documents shall be established by agreement between the aeronautical authorities of the Contracting Parties.

Article 11

1. Each Contracting Party may at any time request consultations with the other Contracting Party with a view to amending this Agreement in any way which may seem desirable in the light of experience.

2. If either Contracting Party considers it necessary to modify or add to any clause of the annex, the aeronautical authorities of the Contracting Parties may make such modification or addition by agreement between themselves.

3. In addition, and in a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to

satisfying themselves that the principles laid down in this Agreement and the annex thereto are being properly applied and carried out.

Article 12

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled directly between the Contracting Parties within three months after the date of the request for consultation shall be submitted to arbitration according to a procedure which shall be determined through the diplomatic channel.

The Contracting Parties undertake to comply with the award.

The costs of the arbitration shall be fixed by the arbitral award and shall be borne equally by the Contracting Parties.

Article 13

For the purpose of this Agreement and its annex :

1. The term « territory » means the land areas and territorial waters under the sovereignty of the State concerned ;

2. The term « air service » means any scheduled service performed by aircraft for public transport (passengers, mail and cargo) ;

3. The term « airline » means any undertaking designed to operate or operating an air service ; and

4. The term « aeronautical authority » means :

(a) In the case of Yugoslavia : the Directorate-General of Civil Aviation (Glavna uprava civilnog vazduhoplovstva FNRJ) ;

(b) In the case of Austria : the Federal Ministry of Transport and Nationalized Undertakings, Civil Aviation Department (Bundesministerium für Verkehr und verstaatlichte Betriebe, Amt für Zivilluftfahrt).

These bodies may be replaced by any other body which may hereafter be authorized to assume the functions at present exercised by them.

Article 14

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement. The Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is cancelled by agreement between the Contracting Parties before the expiry of this period.

Article 15

The Contracting Parties shall, in so far as they are bound to do so under their international commitments, notify the International Civil Aviation Organization of this Agreement and its annex, of any modifications made in the Agreement and of the termination of the Agreement.

Article 16

This Agreement shall enter into force on the date on which its acceptance is communicated by each Party to the other by an exchange of notes.

IN WITNESS WHEREOF the plenipotentiaries, duly authorized thereto by their respective Governments, have signed this Agreement at Vienna.

This Agreement is done in duplicate original in the French language.

Vienna, 11 November 1953.

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

(Signed) KOČA POPOVIĆ

For the Federal Government
of the Republic of Austria :

(Signed) GRUBER

A N N E X

SECTION I

The designated Yugoslav airline may operate the following scheduled air services :

A. Year-round services :

1. Belgrade - Zagreb - Vienna to Switzerland, in both directions ;
2. Belgrade - Zagreb - Vienna to France, in both directions ; and
3. Belgrade - Zagreb - Vienna (or one or more other points in Austrian territory) to West Germany, in both directions.

During the operation of these services, it shall have the right :

- (a) To pick up in Austrian territory passengers, mail and cargo destined for Yugoslav territory or for the territory of any other country ; and
- (b) To set down in Austrian territory passengers, mail and cargo picked up in Yugoslav territory or in the territory of any other country.

B. Seasonal services between Austria and Yugoslavia :

The aeronautical authorities of the Contracting Parties shall consult together, by 1 March of each year, for the purpose of establishing the seasonal services to be operated

during the year in question. In the course of such consultations, the capabilities and interests of the designated airlines, as stated by their representatives, shall be taken into account.

During the operation of these services, the designated Yugoslav airline shall have the right :

- (a) To pick up in Austrian territory passengers, mail and cargo destined for Yugoslav territory ; and
- (b) To set down in Austrian territory passengers, mail and cargo picked up in Yugoslav territory.

C. It is understood that the right to engage in cabotage air traffic in Austrian territory shall be reserved exclusively to the designated Austrian airline.

SECTION II

The scheduled air services which the designated Austrian airline may operate shall be enumerated when the aeronautical authority of the Republic of Austria so requests.

The aeronautical authorities of the Contracting Parties shall proceed with such enumeration forthwith in accordance with the provisions of article 11, paragraph 2, of the Agreement¹, having due regard to the principle laid down in article 1 of the said Agreement.

¹ See p. 151 of this volume.