

No. 5928

**NORWAY
and
POLAND**

Civil Air Transport Agreement (with annex and exchange of notes). Signed at Warsaw, on 17 January 1961

Official text: French.

Registered by the International Civil Aviation Organization on 25 October 1961.

**NORVÈGE
et
POLOGNE**

Accord relatif aux transports aériens civils (avec annexe et échange de notes). Signé à Varsovie, le 17 janvier 1961

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1961.

[TRANSLATION — TRADUCTION]

No. 5928. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF NORWAY AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC. SIGNED AT WARSAW, ON 17 JANUARY 1961

The Royal Government of Norway 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 necessary for the establishment and operation of air services by the designated airlines. These rights and services are specified in detail in the annex² to this Agreement.

Article II

1. The air services shown in the annex 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 designated by the other Contracting Party.

3. The aeronautical authority of either Contracting Party may, before authorizing the airline designated by the other Contracting Party to inaugurate the air services shown in the annex to this Agreement, require the said airline to prove that it is qualified to fulfil the conditions prescribed by its laws and regulations currently and normally applied to the operation of international air services.

¹ In accordance with article XVII, the Agreement was applied provisionally from 17 January 1961, the date of signature.

² See p. 141 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 preponderant ownership and effective control of such airline are vested in the other Contracting Party or in nationals or bodies corporate of that Contracting Party, or in case of failure of such airline to comply with the laws and regulations referred to in article X, or where the operating conditions for the routes mentioned in the annex to this Agreement have not been established in accordance with the provisions of article IV. 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

Each of the Contracting Parties shall specify the flight paths to be followed over its territory by aircraft of the airline designated by the other Contracting Party for the purpose of operating on the routes mentioned in the annex to this Agreement. In establishing the flight paths to be followed by such aircraft, regard shall be paid, so far as possible, to economy of operation and to the safety of traffic.

Article IV

All commercial questions, including 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.

Where appropriate, these agreements shall 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 arrival in or departure from the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges, even though such supplies 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 the territory of the other Contracting Party, be exempt from import duties and other duties and charges but may not be transferred, in that territory, to third parties. On exportation from the territory of the other Contracting Party, the aforesaid articles and supplies shall be exempt from export duties and other duties and charges. Stocks of fuel, lubricants and spare parts may be stored by each of the designated airlines at aerodromes served by them under the terms of the annex to this Agreement.

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

4. Spare parts, fuel, lubricants and tools taken on board in the territory of the other Contracting Party for repair purposes or for the continuation of flights made in accordance with the provisions of article I of this Agreement, and aircraft stores (including food, beverages and tobacco) intended for consumption on board the aircraft during flights made in accordance with the provisions of article I of this Agreement, may be exported and shall be exempt from export duties.

Article VII

1. The rates to be applied by the designated airlines shall be fixed by agreement as regards the air routes enumerated in the annex to this Agreement. Such 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 engaged 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 crew members shall be in possession of the prescribed licences.

Article IX

For the purpose of operating the air services specified in the annex to this Agreement, each Contracting Party shall recognize as valid 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 laws and regulations of each Contracting Party governing the admission to, stay in and departure from its territory of passengers, crews and cargo carried on board aircraft shall apply to passengers, crews and cargo carried on board aircraft used by the designated airline of the other Contracting Party. The foregoing shall apply in particular to the provisions relating to importation, exportation, immigration, customs and health measures.

3. Passengers passing in transit through the territory of either Contracting Party shall be subject to simplified control measures. Baggage and cargo shall be exempt from customs duties, import duties and other national duties and charges, provided they are in direct transit.

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 Contracting 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 Contracting Party free access to its territory for the purpose of attending the inquiry into the accident as observers. 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 Contracting Party conducting the inquiry shall report the findings thereof to 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 per-

sonnel 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 determined by agreement between the aeronautical authorities of the two Contracting Parties.

Article XIII

For the purpose of this Agreement and its Annex :

(a) The expression "aeronautical authority" means :

—In the case of the Kingdom of Norway, the Royal Ministry of Transport and Communications or any agency authorized to perform the functions for which the said Ministry is at present responsible ;

—In the case of the Polish People's Republic, the Ministry of Communications 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. Each 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 the annex 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 annex under paragraphs 1 or 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 annex are being applied and observed in a satisfactory manner.

Article XVI

Any dispute concerning the interpretation or application of this Agreement or its annex shall be settled by direct negotiations between the competent aeronautical authorities. If such negotiations are unsuccessful, the dispute shall be settled between the Contracting Parties.

Article XVII

This Agreement shall be approved in accordance with the constitutional requirements of each of the two States and shall enter into force on the date of the exchange of notes stating that those requirements have been complied with.

The provisions of this Agreement shall be applied provisionally as from the date of signature of the Agreement.

Article XVIII

This Agreement shall remain in force for an indefinite period. Either Contracting Party may denounce it at any time by giving notice in writing to the other Contracting Party. 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 17 January 1961, in duplicate in French.

For the Royal Government
of Norway :
(Signed) Olaf TELLEFSEN

For the Government
of the Polish People's Republic :
(Signed) Jan RUSTECKI

ANNEX

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, mail and cargo in accordance with the terms of this Agreement,¹ such rights being exclusive of any right of cabotage in the said territory.

¹ See p. 131 of this volume.

B

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

Norwegian services :

- (1) Oslo—intermediate point—Warsaw, in both directions ;
- (2) Oslo—intermediate point—Warsaw—Vienna and/or Istanbul—points beyond, in both directions.

Polish services :

- (1) Warsaw—intermediate point—Oslo, in both directions ;
- (2) Warsaw—intermediate point—Oslo—points beyond, in both directions.

The intermediate points between the territories of the two Contracting Parties shall be determined by agreement between their aeronautical authorities.

The airline or airlines designated to operate the services specified above may omit intermediate stops provided for therein.

EXCHANGE OF NOTES

I

Warsaw, 17 January 1961

Your Excellency,

With reference to the Civil Air Transport Agreement between the Government of the Polish People's Republic and the Royal Government of Norway, signed at Warsaw on 17 January 1961,¹ 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 on the routes specified in the annex to that Agreement.

At the same time I have the honour to confirm that, during the negotiations concerning the conclusion of the aforesaid Agreement, the two delegations reached the following understanding :

- (1) Det Norske Luftfartselskap (DNL), co-operating with Det Danske Luftfartselskab (DDL) and A.B. Aerotransport (ABA) 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.

¹ See p. 131 of this volume.

(2) In so far as Det Norske Luftfartselskap (DNL) 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 Norske Luftfartselskap (DNL), and the competent Norwegian authorities and Det Norske Luftfartselskap (DNL) shall accept full responsibility under the Agreement therefor.

(3) The expression "third parties" within the meaning of article VI, paragraphs 1 and 2, of the Agreement shall not be deemed to include airlines bound by "technical pool" agreements providing for joint use of fuel, lubricating oils, equipment, spare parts, stores and tools.

I have the honour to be, etc.

(Signed) Jan RUSTECKI

His Excellency Mr. Olaf Tellefsen
Ambassador of the Kingdom of Norway
Warsaw

II

Warsaw, 17 January 1961

Sir,

With reference to the Civil Air Transport Agreement between the Royal Government of Norway and the Government of the Polish People's Republic, signed at Warsaw on 17 January 1961, I have the honour to inform you that, in accordance with article II of that Agreement, the Norwegian Government has designated Det Norske Luftfartselskap (DNL) to operate on the routes specified in the annex to that Agreement.

At the same time I have the honour to confirm that, during the negotiations concerning the conclusion of the aforesaid Agreement, the two delegations reached the following understanding :

[See note I]

I have the honour to be, etc.

(Signed) Olaf TELLEFSEN

His Excellency Mr. Jan Rustecki
Under-Secretary of State
Ministry of Communications
of the Polish People's Republic
Warsaw