

No. 8161

**SWITZERLAND
and
POLAND**

**Civil Air Transport Agreement (with annex). Signed at Berne,
on 18 May 1961**

Official texts: French and Polish.

Registered by the International Civil Aviation Organization on 15 March 1966.

**SUISSE
et
POLOGNE**

**Accord relatif aux transports aériens civils (avec annexe).
Signé à Berne, le 18 mai 1961**

Textes officiels français et polonais.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mars 1966.

[TRANSLATION — TRADUCTION]

No. 8161. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC. SIGNED AT BERNE, ON 18 MAY 1961

The Swiss Federal Council 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 air transport,
Have agreed on the following provisions :

Article 1

For the purposes of this Agreement and its annex :

- (a) The expression "aeronautical authorities" means, in the case of the Swiss Confederation, the Federal Department of Posts and Railways (Air Office) and, in the case of the Polish People's Republic, the Ministry of Communications, or, in both cases, any person or body authorized to perform the functions for which those authorities are responsible;
- (b) The expression "designated airline" means any airline which has been designated for the purpose of operating the agreed services on the routes specified in the annex² to this Agreement and which has been provided with an operating permit in accordance with article 3 of the Agreement.

Article 2

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the annex thereto. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights :

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes;
- (c) to pick up and to set down international traffic in passengers, mail and cargo at the prescribed points on the specified routes subject to the provisions of this Agreement and the annex thereto.

¹ Applied provisionally from 18 May 1961, the date of signature, and came into force on 13 May 1963, the date of an exchange of notes signifying the approval of the Agreement under the provisions of the domestic legislation of the two States, in accordance with article 15.

² See p. 256 of this volume.

Article 3

1. Each Contracting Party shall have the right to designate an airline to operate the agreed services on the specified routes. Such designation shall be notified in writing to the aeronautical authorities of one Contracting Party by the aeronautical authorities of the other Contracting Party.

2. The Contracting Party which has received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay grant the appropriate operating permit to the airline designated by the other Contracting Party.

3. The aeronautical authorities of either Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by the said authorities to the operation of international air services, in conformity with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944.¹

4. Each Contracting Party shall have the right to refuse to grant the operating permit referred to in paragraph 2 of this article or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in individuals or bodies corporate having the nationality of that Party.

5. On receipt of the operating permit referred to in paragraph 2 of this article, the designated airline may at any time begin to operate any agreed service, provided that a tariff established in accordance with the provisions of article 9 of this Agreement is in force in respect of that service.

Article 4

1. Each Contracting Party shall have the right to revoke an operating permit or to suspend the exercise by the airline designated by the other Contracting Party of the rights specified in article 2 of this Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights whenever :

- (a) It is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in individuals or bodies corporate having the nationality of that Party, or
- (b) That airline has failed to comply with the laws and regulations of the Contracting Party which granted those rights, or
- (c) That airline fails to operate the agreed services in accordance with the conditions prescribed under this Agreement and the annex thereto.

¹ See footnote 2, p. 68 of this volume.

2. Unless immediate revocation, suspension or imposition of the conditions referred to in paragraph 1 of this article is essential to prevent further infringements of the laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. The designated airlines shall enjoy fair and equal opportunity to operate the agreed services between the territories of the Contracting Parties.

2. The designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the latter airline's operation of the agreed services.

3. The capacity provided by the designated airlines shall be related to the traffic requirements.

4. The agreed services shall have as their principal objective the provision of capacity corresponding to the traffic requirements between the territory of the Contracting Party which designated the airline and the territories of the countries of destination.

5. The right to pick up and the right to set down in the territory of either Contracting Party passengers, mail and cargo destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development and in such a manner that capacity shall be related to :

- (a) The requirements of traffic coming from or destined for the territory of the Contracting Party which designated the airline;
- (b) The requirements of economic operation of the agreed services;
- (c) The traffic requirements of the areas traversed, local and regional services being taken into account.

6. The designated airlines shall agree on the operating conditions of the agreed services, and in particular on the capacity and frequency of transport, time-tables and the conditions of mutual commercial and technical co-operation.

7. If the national laws or regulations of a Contracting Party so require, the agreements referred to in paragraph 6 of this article shall be submitted for approval to the aeronautical authorities of that Contracting Party.

Article 6

1. Aircraft employed in international service by the designated airline of one Contracting Party together with their regular equipment, supplies of fuel and lubricants, and aircraft stores, including foodstuffs, beverages and tobacco, shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other duties or charges, provided that such equipment, supplies and stores remain on board the aircraft until re-exported.

2. The following shall also be exempt from the same duties, fees and charges, with the exception of fees and charges levied as consideration for services rendered :

- (a) Aircraft stores taken on board in the territory of one Contracting Party in quantities within the limits fixed by the competent authorities of the said Contracting Party, and destined for use on board the aircraft employed on international services by the designated airline of the other Contracting Party;
- (b) Spare parts and normal equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft employed on international services by the designated airline of the other Contracting Party;
- (c) Fuel intended for aircraft employed on international services by the designated airline of the other Contracting Party, even when such supplies are to be used on that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

3. If the national laws or regulations of either Contracting Party so require, the materials specified in paragraphs 1 and 2 of this article shall be subject to Customs control by that Contracting Party.

Article 7

Regular equipment, supplies and stores on board the aircraft employed by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of under authorization of those authorities.

Article 8

1. The laws and regulations of one Contracting Party governing the entry into, stay in or departure from its territory of aircraft employed in international air navigation, or the operation and navigation of such aircraft while within its territory, shall apply also to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing the entry into, stay in and departure from its territory of passengers, crews, mail or cargo of aircraft, in particular those governing passports, Customs and public health, shall apply to passengers, crews, mail and cargo taken on board aircraft employed by the designated airline of the other Contracting Party.

Article 9

1. The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed by the designated airlines of the two Contracting Parties, in consultation with other airlines operating over the whole or part of the same route. Such agreement shall, where possible, be reached through the rate-fixing machinery set up by the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least forty-five days before the proposed date of their introduction. In special cases this time-limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for any other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this article, or if during the first thirty days of the forty-five-day period referred to in paragraph 3 of this article the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. No tariff shall come into force if the aeronautical authorities of the Contracting Parties have not approved it.

6. The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 10

The excesses of income over expenditure realized in the territory of one Contracting Party by the designated airline of the other Contracting Party shall be transferred in accordance with the provisions of the agreement on the service of payments in force between the two countries.

Article 11

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the annex thereto.

Article 12

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 the negotiations are unsuccessful, the dispute shall be settled between the Contracting Parties.

Article 13

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

2. If either Contracting Party considers it desirable to amend the annex to this Agreement, the aeronautical authorities of the Contracting Parties may come to an agreement with a view to making such amendment.

3. Any amendment to this Agreement or to its annex pursuant to 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 14

This Agreement shall remain in force for an indefinite period. Either of the Contracting Parties 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.

Article 15

1. This Agreement shall be approved in accordance with the domestic legislation of each Contracting Party and shall come into force on the date of an exchange of notes confirming that such legislation has been complied with.

2. This Agreement shall be applied provisionally from the date of signature.

DONE at Berne, on 18 May 1961, in duplicate, in the French and Polish languages, both texts being equally authentic.

For the Swiss Federal Council :

Max PETITPIERRE

For the Government
of the Polish People's Republic :

Jozef KOSZUTSKI

A N N E X

A. The agreed services and their routes are defined as follows :

Polish services

1. Points in Poland—intermediate points to be determined later—points in Switzerland, in both directions.
2. Points in Poland—intermediate points to be determined later—points in Switzerland—Paris, in both directions.

Swiss services

1. Points in Switzerland—intermediate points to be determined later—points in Poland, in both directions.
2. Points in Switzerland—intermediate points to be determined later—points in Poland—a point beyond to be determined later, in both directions.

B. The points to be determined later under paragraph A shall be fixed by agreement between the aeronautical authorities of the Contracting Parties.

C. On each agreed service, the designated airline shall have the option of omitting certain stops, on any or all flights, provided that the point of departure of each service is situated in the territory of the Contracting Party which designated the airline.