

**No. 9237**

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**AUSTRIA  
and  
HUNGARY**

**Agreement on Air Transport (with annexes). Signed at Budapest, on 17 July 1959**

*Official texts: German and Hungarian.*

*Registered by the International Civil Aviation Organization on 18 September 1968.*

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**AUTRICHE  
et  
HONGRIE**

**Accord relatif aux transports aériens (avec annexes). Signé à Budapest, le 17 juillet 1959**

*Textes officiels allemand et hongrois.*

*Enregistré par l'Organisation de l'aviation civile internationale le 18 septembre 1968.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 9237. AGREEMENT<sup>3</sup> ON AIR TRANSPORT BETWEEN  
THE AUSTRIAN FEDERAL GOVERNMENT AND THE  
GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC.  
SIGNED AT BUDAPEST, ON 17 JULY 1959

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The Austrian Federal Government and the Government of the Hungarian People's Republic, desiring to regulate their relations in the field of civil aviation and to promote the development of air communications between their respective territories, have agreed as follows :

*Article I*

DEFINITIONS

For the purpose of the present Agreement the term

a) "aeronautical authority"

In the case of the Republic of Austria :

means the Ministry of Communications and Electric Power Development, Department of Civil Aviation, or any other body authorized to perform the functions presently exercised by the said authority;

In the case of the Hungarian People's Republic :

means the Director General of Civil Aviation of the Ministry of Communications and Posts, or any other person or body authorized to perform the functions presently exercised by the said Director General.

b) "territory"

means the territory of the Contracting Parties including the corresponding airspace.

c) "designated airline"

means an airline operating the agreed services pursuant to a written notification by one Contracting Party to the other and exercising the rights granted by the other Contracting Party in accordance with the present Agreement.

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<sup>1</sup> Translation by the International Civil Aviation Organization.

<sup>2</sup> Traduction de l'Organisation de l'aviation civile internationale.

<sup>3</sup> Came into force on 6 August 1959, the date determined by an exchange of notes confirming that the respective national requirements had been complied with by each Contracting Party, in accordance with article XVIII (1).

d) "agreed services"

means the air services specified in Annex 1 to the present Agreement.

*Article II*

TRAFFIC RIGHTS

Each Contracting Party grants to the other Contracting Party the rights specified in Annex 1 to the present Agreement for the purpose of establishing and operating the agreed services.

*Article III*

OPERATING AUTHORIZATION

(1) Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services. On receipt of the written notification of designation the other Contracting Party shall, subject to the provisions of paragraphs 2 and 3 of this Article, without undue delay grant to the airline or airlines designated by the other Contracting Party the necessary operating authorization. The airlines are obliged to notify the aeronautical authorities of the other Contracting Party 30 days prior to the inauguration of any agreed service.

(2) Prior to granting the authorization for the purpose of operating the agreed services the aeronautical authorities of a Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the regulations applied to the operation of such services in the territory of the first Contracting Party and which are in conformity with the relevant international requirements.

(3) Each Contracting Party reserves the right to refuse to grant the operating authorization to an airline designated by the other Contracting Party or to withdraw it, if it is not satisfied that substantial ownership and effective control of that airline are exercised by the other Contracting Party or its physical or legal persons.

(4) If a designated airline deliberately or repeatedly and negligently violates the regulations referred to in Article X, paragraph 1, in the territory of the other Contracting Party, the Contracting Party concerned shall have the right to suspend the exercise of the operating authorization granted to that airline or to revoke the operating authorization.

(5) Before taking measures in accordance with paragraphs 3 or 4 of this Article, a Contracting Party shall consult with the other Contracting Party and advise him in writing of the reasons for such measures together with appropriate evidence. In case immediate measures according to paragraph 4 are necessary,

the first Contracting Party may suspend the operation until the investigations to be initiated have been completed.

#### *Article IV*

##### AIR SAFETY AND CONDUCT OF FLIGHTS

All matters related to ensuring the safety and the conduct of flights are governed by Annex 2 to the present Agreement.

#### *Article V*

##### AIRPORT CHARGES

Charges and other fees for the use of airports, facilities and technical installations shall be paid in accordance with the officially approved tariffs. In conformity with the principle of reciprocity, the charges imposed on Austrian airlines by the Hungarian People's Republic shall not be higher than those to be paid by Hungarian airlines for similar services in the Republic of Austria.

#### *Article VI*

##### EXEMPTION FROM CUSTOMS AND OTHER DUTIES

(1) Aircraft operated pursuant to the provisions of the present Agreement as well as fuel and lubricating oils, spare parts, equipment and stores on board such aircraft shall be exempt from import and export customs duties and other fees on arriving in and departing from the territory of the other Contracting Party, including those cases where such items are used or consumed on the part of the journey performed over that territory, but excluding cases where they are sold in the territory of the other Contracting Party.

(2) Spare parts, fuel and lubricating oils required for the operation of flights pursuant to the present Agreement as well as tools intended to supplement the set of tools of aircraft may be imported into or exported from the territory of the other Contracting Party without payment of import and export customs duties and other fees, but without the right of sale in that territory.

(3) The items referred to above, while in the territory of the other Contracting Party, are subject to control by the Customs authorities.

*Article VII*

## MUTUAL AGREEMENT ON AIR TARIFFS

(1) The tariffs to be applied by the designated airlines shall be established by mutual agreement if parts of agreed services are concerned which are operated by the airlines of both Contracting Parties. Such agreement shall be reached in accordance with the normal international principles for the establishment of tariffs.

(2) For such parts of agreed services as are operated by airlines of one Contracting Party only the tariffs may be fixed by that Contracting Party itself.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties.

*Article VIII*

## AIRCRAFT NATIONALITY MARKS AND AIRCRAFT DOCUMENTS

On flights over the territory of the other Contracting Party the designated airlines shall bear their appropriate marks for international flights. The following documents shall be carried on board aircraft :

the certificate of registration;  
the certificate of airworthiness;  
the personnel licences of the pilots and other crew members;  
the journey log book;  
the aircraft radio station licence;  
the passenger manifest;  
the cargo manifest.

*Article IX*

## RECOGNITION OF CERTIFICATES OF AIRWORTHINESS AND PERSONNEL LICENCES

The certificates of airworthiness and personnel licences issued or recognized by one Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right to refuse to recognize personnel licences granted to its nationals by the other Contracting Party or by a third State.

*Article X*

## APPLICATION OF NATIONAL REGULATIONS

(1) The regulations of each Contracting Party governing the entry into, stay in, and departure from its territory of aircraft engaged in international air trans-

port or the operation and conduct of such aircraft while within its territory shall likewise apply to aircraft of airlines designated by the other Contracting Party.

(2) The regulations governing admission to, stay in, and departure from the territory of each Contracting Party of passengers, crew and goods shall be complied with by or on behalf of such passengers, crew and consignors of goods. This applies in particular to regulations relating to import and export, passports, immigration, customs, foreign exchange and health control.

### *Article XI*

#### EMERGENCY LANDINGS AND ACCIDENTS

In the event of an emergency landing or accident of an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in the territory of which this event occurred shall immediately inform the other Party and take the necessary measures for an inquiry into the circumstances of the occurrence. Upon request of the other Contracting Party, this Party shall also ensure the entry into its territory of representatives of the other Contracting Party for the purpose of participating as observer in the inquiry and shall take immediate measures of relief for crew and passengers injured and ensure that mail, baggage and cargo carried on that aircraft are undamaged and immediately forwarded to their destination by its own means of transport. The expenses incurred shall be borne by the airline to whom the service was rendered. The Contracting Party conducting the investigation is obliged to communicate to the other Contracting Party the results and findings of such investigation.

### *Article XII*

#### AIRLINE REPRESENTATIONS

The airlines designated by the Contracting Parties shall have the right to maintain—in the territory of the other Contracting Party—the technical and commercial representations required for the operation of the agreed services and to establish and operate in accordance with the regulations of that Contracting Party a city office in its capital.

### *Article XIII*

#### PAYMENT OF DEBTS

Debts arising from the activities of the designated airlines in the territory of the other Contracting Party shall be paid in accordance with the appropriate

financial agreement in force between the two Contracting Parties and in compliance with the pertinent financial regulations of the Contracting Parties.

#### *Article XIV*

##### CONSULTATIONS BETWEEN THE AERONAUTICAL AUTHORITIES

In a spirit of close cooperation the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring implementation of, and satisfactory compliance with, the principles set forth in the present Agreement and its Annexes.

#### *Article XV*

##### SETTLEMENT OF DISPUTES

If any dispute arises between the Contracting Parties relating to the application or interpretation of the present Agreement or its Annexes, the Contracting Parties shall endeavour to settle it by direct consultation between their aeronautical authorities. If such consultations do not succeed, the dispute shall be settled through diplomatic channels.

#### *Article XVI*

##### MODIFICATION OF THE AGREEMENT

(1) Either Contracting Party may at any time suggest to the other Contracting Party through diplomatic channels a modification to the present Agreement. The consultations between the Contracting Parties on the suggested modification shall begin within a period of 60 days from the date of the request of either Contracting Party.

(2) Modifications to the two Annexes of the present Agreement and the date of coming into force of such agreements may be agreed upon by the aeronautical authorities of the two Contracting Parties. Such agreements shall be confirmed by an exchange of diplomatic notes.

#### *Article XVII*

##### TERMINATION

The present Agreement shall remain in force until either Contracting Party notifies the other Contracting Party through diplomatic channels of its desire to terminate the Agreement. In such case the Agreement shall terminate one year after the date of submission of the notice, unless by mutual agreement such notice is withdrawn before the expiration of that time.

*Article XVIII*

## COMING INTO FORCE

(1) The date of coming into force of the present Agreement and its Annexes being integrant parts of the Agreement shall be determined by an exchange of notes through diplomatic channels. The exchange of notes shall be effected as soon as the respective national requirements have been complied with by each Contracting Party.

(2) On coming into force the present Agreement shall supersede all previous agreements between the Contracting Parties relating to the subject of the present Agreement.

IN WITNESS WHEREOF the respective plenipotentiaries have signed the present Agreement and have affixed thereto their seals.

DONE at Budapest, this seventeenth day of July, 1959, in two equal copies, both in the German and Hungarian languages, both texts being equally authentic.

For the Austrian Federal Government :

PEINSIPP

For the Government of the Hungarian People's Republic :

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## ANNEX 1

## A

## AIR TRAFFIC RIGHTS

The airlines designated by the Contracting Parties shall enjoy, while operating the services provided for in Chapter C of the present Annex, the right to fly across the territory the other Contracting Party and to make stops for non-traffic purposes; the airports designated for international traffic and other air navigation facilities shall be open for use by such airlines. They shall also have the right to take up and put down, in the territory of the other Contracting Party, international traffic in passengers, cargo, and mail, in accordance with the provisions of the present Agreement and with the exclusion of any cabotage in the said territory.

## B

## CAPACITY PROVISIONS

The airlines designated by the Contracting Parties shall, in the spirit of close cooperation and taking into account their respective interests, make every effort to provide on the services operated in accordance with the present Agreement—a capacity adequate to the traffic demands. The airlines shall take care not to affect unduly their respective interests on routes operated by both of them.

## C

## AIR SERVICES

The airlines designated by the Contracting Parties shall be entitled to operate scheduled air services on the following routes:

*Austrian air services*

From international airports in Austria to international airports in Hungary in both directions;

From international airports in Austria to international airports in Hungary and beyond, in both directions. In operating these services, stops at one or more of the intermediate points may at the option of the designated airlines be omitted. Services to points beyond Hungary shall be agreed upon by the aeronautical authorities of the two Contracting Parties in accordance with Article XVI, para. 2.

*Hungarian air services*

From international airports in Hungary to international airports in Austria in both directions;

From international airports in Hungary to international airports in Austria and beyond, in both directions. In operating these services, stops at one or more of the intermediate points may at the option of the designated airlines be omitted. Services to points beyond Austria shall be agreed upon by the aeronautical authorities of the two Contracting Parties in accordance with Article XVI, para. 2.

## ANNEX 2

## A

## COMMUNICATION FOR AIR TRAFFIC CONTROL PURPOSES

a) The Contracting Parties shall be obliged to provide for communication between the units responsible for air traffic services (in Austria, the Federal Office of Civil Aviation, Air Traffic Services Unit, Wien-Schwechat; in Hungary, the Air Traffic Control Service, Budapest-Ferihegy Airport) so as to ensure the safety and regularity of the air traffic governed by the present Agreement. This applies in particular to air traffic control messages (flight plans, aeronautical information services—NOTAM, meteorological services).

b) The aeronautical authorities of the Contracting Parties shall maintain a communication circuit between Wien and Budapest Airports for the purpose of transmitting the reports required for the preparation and conduct of flights.

## B

## PREPARATION AND CONDUCT OF FLIGHTS

In providing for the safety of flights within the territories of the Contracting Parties the following provisions apply in particular :

a) Flight preparation

Crews shall be provided with verbal and written meteorological briefing for the whole route. They shall be provided with information on airport conditions and on the navigation aids required for the conduct of the flight. The pilot-in-command shall file an operational flight plan. The aircraft shall not take off until this flight plan has been approved by the appropriate air traffic control unit.

b) Conduct of flights

The flights shall be conducted in accordance with the information in the flight plan. Modification of the flight plan is subject to the approval of the appropriate air traffic control unit. The instructions of the appropriate air traffic control unit shall be complied by the aircraft.

Aircraft shall maintain listening watch on the transmitting frequency of the appropriate ground communication station and stand-by on the receiving frequency of the said station. The English language shall be used.

Aircraft shall give position reports at the prescribed points.

All information required for the safety of flights relating to ground organization, in particular navigation aids, may in regard to the Austrian territory be obtained from the Austrian Aeronautical Information Publication (AIP Austria) and from NOTAMs and in regard to the Hungarian territory from the Hungarian Aeronautical Information Publication (AIP Hungary) and from NOTAMs.

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