

**No. 12433**

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**HUNGARY  
and  
IRAQ**

**Agreement on the subject of air traffic (with annex). Signed  
at Budapest on 2 March 1960**

*Authentic texts: Hungarian, Arabic and English.*

*Registered by the International Civil Aviation Organization on 19 April 1973.*

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**HONGRIE  
et  
IRAK**

**Accord relatif aux transports aériens (avec annexe). Signé à  
Budapest le 2 mars 1960**

*Textes authentiques : hongrois, arabe et anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 19 avril 1973.*

## AGREEMENT<sup>1</sup> BETWEEN THE HUNGARIAN PEOPLE'S REPUBLIC AND THE REPUBLIC OF IRAQ ON THE SUBJECT OF AIR TRAFFIC

Whereas the Governments of the Hungarian People's Republic and the Republic of Iraq—further referred to as the "Contracting Parties"—decided to commence regular air traffic between their countries, thus contributing to international collaboration in this respect, have appointed their Plenipotentiaries, who agreed upon the following:

*Article I.* 1. For the purpose of this Agreement, the following terms shall mean:

(a) "Aeronautical Authorities",

1. In the case of the Government of the Hungarian People's Republic: the Director General of the Board of Civil Aviation of the Ministry of Communications and Posts for the time being, or any person or body authorized by the Government of the Hungarian People's Republic to perform any functions presently exercised by the said Director General or similar functions;
2. In the case of the Government of the Republic of Iraq: the Director General of Civil Aviation or any person or body authorized by the Government of the Republic of Iraq to perform any functions presently exercised by the said Director General or similar functions;

(b) "Territory", the land areas, territorial waters adjacent thereto, and the airspace above, under the sovereignty of either Contracting Party;

(c) "International Air Service", any air service performed by aircraft for the public transport of passengers, mail or cargo and passing through the airspace over the territory of more than one state;

(d) "Designated Airline", the air transport enterprise which either Contracting Party has notified in writing to the other Contracting Party as the airline to operate the agreed air services, and perform the rights granted by the other Contracting Party, in accordance with this Agreement;

(e) "Specified Routes", air routes specified in the annex to this Agreement.

2. The annex to this Agreement shall be deemed to be part of the Agreement and all reference to the "Agreement" shall include reference to the annex, except otherwise expressly provided.

*Article II.* 1. The Government of the Hungarian People's Republic grants to the Government of the Republic of Iraq the right to operate international air services on the routes specified in the annex to this Agreement (hereinafter referred to as the "specified routes") in order to secure the international transport of passengers, cargo and mail.

2. The Government of the Republic of Iraq grants to the Government of the Hungarian People's Republic the right to operate international air services on the routes specified in the annex to this Agreement (hereinafter referred to as the "specified routes") in order to secure the international transport of passengers, cargo and mail.

3. Each Contracting Party shall designate to that effect in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement each of the specified air routes. On receipt of the designation, the

<sup>1</sup> Came into force on 14 January 1961 by the exchange of the instruments of ratification, in accordance with article XVIII.

other Contracting Party shall, subject to the provisions of paragraph 4 of this article without undue delay grant to the designated airline or airlines the appropriate operating permission.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights set forth in the present Agreement or to impose each other conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, in its institutions, in its competent organs or in nationals of that Contracting Party.

*Article III.* 1. Subject to the provisions of this Agreement any of the specified air services may be inaugurated in whole or in part immediately or at a later date at the option of the designated airline of the Contracting Party to whom the rights are granted provided that a written notice of the commencement of the service is given in due time by the designated airline to the aeronautical authority of the other Contracting Party.

2. The right of transporting traffic against payment in the territory of one Contracting Party (cabotage) shall be exercised only by the airlines of that Contracting Party.

3. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights set forth in this Agreement or to impose such conditions as it deems necessary on the exercise by an airline of those rights in any case, where the airline fails to comply with the laws and regulations of the Contracting Party granting these rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

4. Action shall not be taken in pursuance of paragraph 4 of article II and of paragraph 3 of this article before notice in writing of such proposed action stating the grounds therefore is given to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not lead to agreement within a period of thirty days after the date upon which the said notice would in the ordinary course of transmission be received by the Contracting Party to whom it is addressed.

*Article IV.* Special flights may be operated by the designated airline or airlines and are subject to special permissions, according to the pertinent national regulations of the Contracting Parties. Such requests shall be addressed by the interested airline or airlines directly to the aeronautical authority of the other Contracting Party not less than 48 hours before such flights.

*Article V.* 1. The designated airlines of both Contracting Parties shall regularly and as well in advance as possible provide each other with time tables, rates schedules and all other relevant information concerning their operation.

2. Tariffs in respect of each of the specified air routes or any part thereof shall be agreed upon by the designated airlines of the two Contracting Parties. Such tariffs shall, however, come into effect only upon approval by the aeronautical authorities of both Contracting Parties.

3. In the interest of both Contracting Parties their respective aeronautical authorities would urge the designated airlines to cooperate closely on all matters related to operations.

*Article VI.* 1. The laws, rules and regulations of one Contracting Party especially those relating to:

- (a) entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory, shall apply to the aircraft of the designated airlines of the other Contracting Party;
- (b) entry into or departure from its territory of passengers, crew, luggage or cargo of aircraft (such as regulations relating to export, import, passports, customs, quarantine and exchange regulations) shall be applicable to the passengers, crew, luggage and cargo of the aircraft of the designated airlines of the other Contracting Party.

2. The Contracting Parties undertake to carry out all those sanitary and preventive actions on arrival and departure of the aircraft which are obligatory under the international rules on the prevention of the spreading of contagious diseases.

*Article VII.* Each Contracting Party guarantees to the designated airline or airlines of the other Contracting Party the use of all installations available for the safety and regularity of civil air services e.g. radio, lighting and meteorological services.

*Article VIII.* Duties and other fees charged for the use of airports, technical equipment and other facilities of the Contracting Parties are to be fixed according to the tariffs established by the authorities having competency on the territory of the respective airport.

*Article IX.* 1. Fuel, lubricating oils and spare parts introduced into or taken on board of aircraft in the territory of one Contracting Party by or on behalf of an airline designated by the other Contracting Party and intended solely for use by the aircraft of the other Contracting Party shall be granted, with respect to custom duties, inspection fees or other charges imposed by the former Contracting Party treatment not less favourable than that granted to the most favoured airline engaged in similar international services.

2. The fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board of aircraft of the designated airlines of one Contracting Party shall be exempted, on entry on or departure from the territory of the other Contracting Party from custom duties, inspection fees or similar duties or charges even though such supplies be used by such aircraft on flights on that territory, subject to regular customs control.

*Article X.* 1. When carrying out services and flights under this Agreement the aircraft of the designated airlines of either Contracting Party shall carry the following documents:

- (a) their certificate of registration
- (b) their certificate of airworthiness
- (c) the appropriate licences for each member of the crew
- (d) the aircraft radio station licence
- (e) their journey log or other equivalent document
- (f) their passenger list
- (g) cargo and mail manifest
- (h) special permissions prescribed for certain loads.

2. The certificates mentioned under *a)* and *b)* may be incorporated in one document according to the national regulations of either Contracting Party.

*Article XI.* Aircraft certificates of airworthiness and crew member certificates of competency, licences and all other documents issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

*Article XII.* 1. Each Contracting Party undertakes to provide such measures of assistance to aircraft of the other Contracting Party in distress on its territory as it may find practicable, and to permit, subject to control by its own authorities, to representatives of the authorities and/or the designated airlines of the other Contracting Party to visit the place and to provide such measures of assistance as may be necessitated by the circumstances.

2. In case of emergency landing or accident the Contracting Parties shall render without delay all necessary aid to the aircraft in distress of the other Contracting Party, to their crew and passengers; they shall further protect the mail, luggage and cargo carried on board and they shall reforward them, as soon as possible, with their own transport. The costs incurred will be borne by the airline in the interest of which the above services have been rendered.

3. If in case of emergency landing or accident serious damage is caused to the aircraft or to its equipment, or death or personal injury has occurred, and further, in case of serious material loss arising on the surface of the earth, the aeronautical authority on the territory of which the event occurred shall immediately open an inquiry and simultaneously invite the aeronautical authority of the other Contracting Party to appoint observers to be present at the inquiry. The Contracting Party holding the inquiry shall put at the disposal of the aeronautical authority of the other Contracting Party one copy of the report and findings of the inquiry as soon as practicable.

*Article XIII.* All financial questions that may occur between the designated airlines as a result of their operations shall be settled within the framework of the agreement existing between and the adherent legal dispositions of the Contracting Parties.

*Article XIV.* In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult each other at the request of either Authority, for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set up in this Agreement and will exchange such information as is necessary for that purpose.

*Article XV.* 1. The aeronautical authorities of either Contracting Party may initiate direct negotiations with the other in all questions relating to the present Agreement and/or the annex thereof.

2. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by direct negotiations between their aeronautical authorities. Failing to reach a settlement the dispute is to be settled through diplomatic channels.

*Article XVI.* 1. If either of the Contracting Parties considers it desirable to modify the terms of this Agreement it may request the entry into negotiations through diplomatic channels. Modifications agreed upon as a result of such negotiations shall be recorded in an exchange of diplomatic notes and shall come into effect after both Contracting Parties have notified each other that the formalities required by the Constitution of each Contracting Party have been accomplished.

2. The air routes as well as other stipulations of the annex to the present Agreement can be modified by agreement between the aeronautical authorities of both

Contracting Parties. All modifications thus agreed upon will be implemented on a day mutually established by the two aeronautical authorities.

*Article XVII.* This Agreement will continue to be in force until one Contracting Party notifies the other Contracting Party through diplomatic channels of its intention to terminate it. In this case the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period.

*Article XVIII.* This Agreement will be ratified in accordance with the Constitution of each Contracting Party and come into force at the date of the exchanging of the instruments of ratification.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in Budapest, on the 2nd day of March 1960, in six copies, in the Hungarian, Arabic, English languages, each having the same authenticity. In case of dispute the English text will be decisive.

For the Government  
of the Hungarian People's  
Republic:

For the Government  
of the Republic of Iraq:

## A N N E X

### I

#### *Hungarian air routes:*

1. The Government of the Republic of Iraq shall grant to the airline designated by the Government of the Hungarian People's Republic the permission to operate the following international air services:

Budapest – intermediate points in Europe and/or the Middle East, – with landing in Baghdad or Basrah, and beyond, in both directions, with the following exceptions:

- (a) The designated Hungarian airline shall not be granted the right of landing both at Baghdad and Basrah on the same route but to select either Baghdad or Basrah;
- (b) The designated Hungarian airline shall not be granted the right of transporting passengers, freight and mail from Iraq to the following countries and therefrom to Iraq:

Lebanon, the Syrian Province of the United Arab Republic, the Egyptian Province of the United Arab Republic, Saudi Arabia, Jordan, Kuwait, Bahrain, Turkey, Iran.

2. The above mentioned permission shall include

- (a) the right to carry passengers, freight and mail from Hungary to Iraq and other countries;
- (b) the right to unload in Hungary passengers, freight and mail carried from Iraq and other countries.

## II

*Iraqi air routes:*

1. The Government of the Hungarian People's Republic shall grant to the airline designated by the Government of the Republic of Iraq the permission to operate the following international air services:

Baghdad – intermediate points in the Middle East and/or Europe – with landing in Budapest, and beyond, in both directions, with the following exceptions:

(a) The designated Iraqi airline shall not be granted the right of transporting passengers, freight and mail from Hungary to the following countries and therefrom to Hungary:

Bulgaria, Czechoslovakia, German Democratic Republic, Poland, Roumania.

(b) The designated Iraqi airline shall have rights to carry passengers, freight and mail from Hungary to the countries listed below and therefrom to Hungary only on the ground of special permissions delivered by the aeronautical authority of the Hungarian People's Republic:

France, Italy, Switzerland, Sweden, Denmark, Belgium, Holland.

2. The above mentioned permission shall include

(a) the right to carry passengers, freight and mail from Iraq to Hungary and other countries;

(b) the right to unload in Iraq passengers, freight and mail carried from Hungary and other countries.

## III

The Heads of the aeronautical authorities of the Contracting Parties may agree in the spirit of friendly cooperation, on granting permissions for charter or other special flights on any air route through their countries, without amending the present annex.

## IV

The traffic capacity supplied by any designated airline to operate the air services agreed upon shall be established according to the requirement of the commercial movement and shall be allocated by a joint agreement between the designated airlines as far as the matter concerns their joint routes. In any case the matter shall be subject to the approval of the aeronautical authorities of both contracting Parties.

## V

1. The tariff on any agreed services shall be established between the designated airlines at reasonable levels due regard being paid to all prevailing factors including cost of operation, characteristics of service such as standard of speed and accommodation and the tariffs of other airlines for any of the same routes.

2. If the designated airlines cannot agree, or if for any other reason a tariff cannot be agreed in accordance with the provisions of paragraph 1 the aeronautical authorities of both Contracting Parties shall determine the tariffs by agreement between themselves.

3. If the aeronautical authorities cannot agree the dispute shall be settled under provisions of article XV, paragraph 2.