

**No. 17882**



**CANADA  
and  
POLAND**

**Air Transport Agreement (with annex). Signed at Ottawa  
on 14 May 1976**

**Exchange of notes constituting an agreement relating to  
articles IX, XI, XIII and XV of the above-mentioned  
Agreement**

*Authentic texts: English, French and Polish.*

*Registered by the International Civil Aviation Organization on 2 July 1979.*



**CANADA  
et  
POLOGNE**

**Accord sur le transport aérien (avec annexe). Signé à  
Ottawa le 14 mai 1976**

**Échange de notes constituant un accord relatif aux ar-  
ticles IX, XI, XIII et XV de l'Accord susmentionné**

*Textes authentiques : anglais, français et polonais.*

*Enregistrés par l'Organisation de l'aviation civile internationale le 2 juillet  
1979.*

## AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC

The Government of Canada and the Government of the Polish People's Republic, hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,<sup>2</sup>

Desiring to conclude an Agreement on air transport between and beyond their respective territories,

Have agreed as follows:

*Article I.* For the purpose of this Agreement, unless otherwise stated, the terms:

(a) "Aeronautical Authorities" means, in the case of Canada, the Minister of Transport and the Canadian Transport Commission and, in the case of the Polish People's Republic, the Minister for Transport, or in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

(b) "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

(c) "Agreement" means this Agreement, the Annex attached thereto, and any amendments thereto;

(d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944;

(e) "Designated airline" means an airline which has been designated and authorized in accordance with articles III and IV of this Agreement;

(f) "Territory", "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in articles 2 and 96 of the Convention.

*Article II.* 1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airline designated by the other Contracting Party:

(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; and

(c) To make stops in the said territory at the points named on the routes specified in the annex for the purpose of taking up and discharging international traffic in passengers, cargo and mail, separately or in combination.

<sup>1</sup> Applied provisionally from 14 May 1976, the date of signature, and came into force definitively on 28 October 1977, the date of the latter of the diplomatic notes by which the Contracting Parties notified each other that they had obtained the necessary internal approval, in accordance with article XXIV.

<sup>2</sup> United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

2. Nothing in paragraph 1 of this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

*Article III.* Each Contracting Party shall have the right to designate by diplomatic note an airline to operate the agreed services on any route specified in the annex for such a Contracting Party and to substitute another airline for that previously designated.

*Article IV.* 1. Following receipt of a notice of designation or of substitution pursuant to article III, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant with a minimum of delay to an airline so designated the appropriate authorizations to operate the agreed services.

2. Upon receipt of such authorizations the airline may begin at any time to operate the agreed services, in whole or in part, provided that the tariffs established in accordance with the provisions of article XII of this Agreement are in force in respect of such services.

*Article V.* 1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in article IV with respect to an airline designated by the other Contracting Party, to revoke such authorizations or impose on them conditions, temporarily or permanently:

- (a) In the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations applied by these authorities in conformity with the Convention;
- (b) In the event of failure by such airline to comply with the laws and regulations of that Contracting Party;
- (c) In the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals; and
- (d) In case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

*Article VI.* 1. The laws, regulations and procedures of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

*Article VII.* 1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the annex to this Agreement provided that such certificates or licences were issued or rendered valid pursuant to and in conformity with the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline operating the agreed services on the routes specified in the annex to this Agreement, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of article V; in other cases article XX applies.

*Article VIII.* 1. The charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of the designated airline of the other Contracting Party shall not be higher than those imposed on aircraft of a national airline engaged in similar international air services.

2. Neither of the Contracting Parties shall give a preference to its own or any other airline over the airline of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways and air traffic services and associated facilities under its control.

*Article IX.* 1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the routes specified in the annex.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interest of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objectives the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principle that capacity shall be related to:

(a) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;

- (b) Traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area; and
- (c) The requirements of through airline operation.

5. The capacity to be provided on the specified routes, i.e., frequency of services and type of aircraft, shall be agreed between the designated airlines in accordance with the principles laid down in this article and subject to the approval of the aeronautical authorities of the Contracting Parties. In the absence of an agreement between the designated airlines, the matter shall be referred to the aeronautical authorities of the Contracting Parties which will endeavour to resolve the problem, if necessary, pursuant to article XVIII of this Agreement. Pending an arrangement either at the airline level or between the aeronautical authorities the *status quo* shall be maintained.

*Article X.* 1. The aeronautical authorities of both Contracting Parties shall provide each other with monthly statements of statistics, on a quarterly calendar basis, including all information required to determine the amount of traffic carried over the routes specified in the annex and the initial origins and final destinations of such traffic.

2. The details of the statistical data to be provided and the methods by which such data shall be provided by one Party to the other, shall be agreed upon between the aeronautical authorities and implemented not later than three (3) months after the designated airline of one or both of the Contracting Parties commence operations, in whole or in part of the agreed services.

3. Failure to reach a satisfactory agreement regarding the supply of statistics may, at the discretion of either Contracting Party, constitute grounds for the application of article XVIII of the Agreement.

*Article XI.* 1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services, as well as usual publicity material distributed without charge by that designated airline.

2. The immunities granted by this article shall apply to the items referred to in paragraph 1 of this article:

- (a) Introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
- (b) Retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
- (c) Taken on board aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the immunity, provided such items are not alienated in the territory of the said Contracting Party.

*Article XII.* 1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and, where it is deemed suitable, the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this article.

2. The tariffs referred to in paragraph 1 of this article shall be agreed upon between the designated airlines of the Contracting Parties; such agreement shall be reached, whenever possible, through the rate-fixing procedures of the international body which formulates proposals in this matter.

3. The tariffs so agreed shall be submitted to the aeronautical authorities of the Contracting Parties at least forty-five (45) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities. If within thirty (30) days from the date of submission the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be acceptable and shall come into effect on the expiration of the forty-five (45) day period mentioned above. In the event that a shorter period  $\frac{2}{3}$  or the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than thirty (30) days.

4. If a tariff cannot be established in accordance with the provisions of paragraph 2 above, or, if during the period applicable in accordance with paragraph 3 above a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of article XX of this Agreement.

6. (a) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph 3 of article XX of this Agreement.

(b) When tariffs have been established in accordance with the provisions of this article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this article or article XX of this Agreement.

*Article XIII.* 1. The rules and procedures relating to the sale of air transportation by the designated airline of either Contracting Party in the territory of the other Contracting Party shall be mutually agreed upon by both designated airlines subject to the approval of the appropriate authorities of both Contracting Parties.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of funds obtained by each in the normal course of its operations on the basis of the exchange rates applicable for current payments on the day of payment and shall be subject only to the respective foreign cur-

rency regulations applicable to all countries in like circumstances. The transfer of funds shall not be subject to any charges except those normally collected by banks for such operations.

*Article XIV.* Income or profits from the operation of an aircraft in international traffic derived by the designated airline of one Contracting Party in the territory of the other Contracting Party, shall be exempt from any income tax and all other taxes on profits imposed by that other Contracting Party.

*Article XV.* The designated airline of each Contracting Party shall be granted the right to station representatives and staff required for the operation of the agreed services in the territory of the other Contracting Party. Such representatives and staff shall be nationals of Canada and Poland and their location and number shall be agreed upon through consultations between the designated airlines of both Contracting Parties and shall be subject to the approval of the aeronautical authorities of both Contracting Parties. Such representatives and staff shall observe the laws and regulations in force of the other Contracting Party.

*Article XVI.* 1. The crew members of an aircraft of the designated airline of either Contracting Party flying on the specified route shall be nationals of their countries. In case the designated airline of one Contracting Party deems it desirable to utilize crew members being nationals of third countries for the operation of agreed services, it can do so after approval of the aeronautical authorities of the other Contracting Party.

2. The crews of an aircraft of the designated airline of one Contracting Party shall, on the basis of reciprocity and as scheduling of the agreed services requires, be permitted temporary sojourn in the territory of the other Contracting Party.

*Article XVII.* The provisions set out in articles VI, VII, VIII, XI, XIII, XIV and XVI of this Agreement shall be applicable also to charter and other non-scheduled flights operated by an airline of one Contracting Party into or from the territory of the other Contracting Party and to the airline operating such flights.

*Article XVIII.* 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 the implementation of, and satisfactory compliance with, the provisions of this Agreement and its annex.

*Article XIX.* If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which would be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

*Article XX.* 1. Should any dispute relating to the interpretation or application of this Agreement and of the annex thereto arise, the aeronautical authorities shall in the first place endeavour to settle it through direct negotiations between themselves. In the case where such negotiations were not successful the dispute shall be settled between the Contracting Parties.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to submit the dispute to arbitration in accordance with the procedures set forth herein.

3. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

- (a) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.
- (b) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with sub-paragraph (a) either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

4. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

5. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

*Article XXI.* Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article XXII.* The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

*Article XXIII.* If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with article XIX of this Agreement may be held with a view to determining the extent to which the present Agreement is affected by the provisions of the multilateral convention.

*Article XXIV.* This Agreement shall be applied provisionally from the date of its signature, and shall enter into force on the later of the dates on which the Contracting Parties shall each have notified the other by Diplomatic Note that they have obtained whatever internal approval may be required to give effect to this Agreement.



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

DONE in two copies at Ottawa this 14th day of May, 1976, in the English, French and Polish languages, each version being equally authentic.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Ottawa, le 14<sup>e</sup> jour de mai 1976, en français, en anglais et en polonais, chaque version faisant également foi.

W DOWÓD CZEGO niżej podpisani, należycie do tego upoważnieni przez swoje Rządy podpisali niniejszą Umowę.

SPORZĄDZONO w Ottawie dnia 14 maja 1976 roku w dwóch egzemplarzach każdy w językach angielskim, francuskim i polskim, przy czym wszystkie teksty posiadają jednakową moc.

[Signed — Signé]

ALLAN J. MACEachEN  
For the Government of Canada  
Pour le Gouvernement du Canada  
Z upoważnienia Rządu Kanady

[Signed — Signé]

STEFAN OLSZOWSKI  
For the Government of the Polish People's Republic  
Pour le Gouvernement de la République populaire de Pologne  
Z upoważnienia Rządu Polskiej Rzeczypospolitej Ludowej

## ANNEX

## SCHEDULE OF ROUTES

*Route on which air services may be operated in both directions  
by the designated airline of Canada*

<i>Point of departure</i>	<i>Intermediate points</i>	<i>Destination in Poland</i>	<i>Points beyond</i>
Canada	Two points in Europe to be named by Canada, to be selected from the following: Brussels, Copenhagen, Prague, Shannon, Stockholm, Vienna, Zurich	Warsaw	Moscow or Helsinki

NOTE: The point beyond to be served with intransit privileges only.

*Route on which air services may be operated in both directions by the designated airline  
of the Polish People's Republic*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination in Canada</i>	<i>Points beyond</i>
Poland		Montreal	New York or A point in the USA or south of the USA to be named by Poland.

NOTE: The U.S. point may be served as an intermediate or beyond point. Any point other than New York to be served with intransit privileges only unless otherwise agreed between the aeronautical authorities on recommendation of the two designated airlines. If a point south of the U.S., selection to be subject to agreement between the aeronautical authorities of the Contracting Parties.

Any or all of the intermediate or beyond points on the specified routes in the above schedules may at the option of the respective designated airline be omitted on any or all flights provided that the point of origin on such a route lies in the territory of the Contracting Party that has designated the airline.

In addition to the above routes, the respective designated airline may exercise intransit privileges at intermediate points in Europe.

Each Contracting Party has the right to change its selection of intermediate or beyond points on six months' notice.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC RELATING TO ARTICLES IX, XI, XIII AND XV OF THE AIR TRANSPORT AGREEMENT OF 14 MAY 1976<sup>2</sup>

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LE GOUVERNEMENT DU CANADA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE POLOGNE RELATIF AUX ARTICLES IX, XI, XIII ET XV DE L'ACCORD SUR LE TRANSPORT AÉRIEN DU 14 MAI 1976<sup>2</sup>

I

Ottawa, May 14, 1976

Ottawa, le 14 mai 1976

No. FLA-321

Excellency,

I have the honour to refer to articles IX, XI, XIII and XV of the Air Transport Agreement of May 14, 1976, between the Government of Canada and the Government of the Polish People's Republic and to the Inter-Airline Protocol relating thereto signed at Warsaw on February 23, 1976.

I. *Article IX.* It is the understanding of my Government that the principles contained in article IX of the Agreement shall be applied as follows to air services between Canada and Poland:

1. Both Contracting Parties having agreed that there shall be a commercial agreement between their respective designated airlines:

(a) The commercial arrangements shall ensure for the designated airlines of the Contracting Parties a balanced participation in the benefits derived from the operation of the agreed services by either of the designated airlines, due regard being paid to the origin of the revenues.

N° FLA-321

Excellence,

J'ai l'honneur de me référer aux articles IX, XI, XIII et XV de l'accord sur le transport aérien du 14 mai 1976 entre le Gouvernement du Canada et le Gouvernement de la République populaire de Pologne, ainsi qu'au Protocole s'y rapportant signé par les entreprises de transport aérien à Varsovie le 23 février 1976.

I. *Article IX.* Tel qu'entendu par mon Gouvernement, les principes énoncés à l'article IX de l'accord doivent s'appliquer aux services aériens entre le Canada et la Pologne de la manière suivante :

1. Les deux Parties contractantes ayant convenu qu'un accord commercial doit être conclu entre leurs entreprises de transport aérien désignées :

a) Les dispositions dudit accord assurent aux entreprises de transport aérien désignées par les Parties contractantes une participation équilibrée aux bénéfices tirés de l'exploitation des services convenus par l'une ou l'autre desdites entreprises, compte dûment tenu de la pro-

<sup>1</sup> Applied provisionally on 14 May 1976, the date of the note in reply, and came into force definitively on 28 October 1977, the date of entry into force of the Air Transport Agreement.

<sup>2</sup> See p. 284 of this volume.

<sup>1</sup> Appliqué à titre provisoire le 14 mai 1976, date de la note de réponse, et entré en vigueur à titre définitif le 28 octobre 1977, date d'entrée en vigueur de l'Accord sur le transport aérien.

<sup>2</sup> Voir p. 291 du présent volume.

This arrangement shall also enable the designated airlines to enjoy fair and equal opportunity in the carriage of the traffic potential between their respective territories after both airlines have commenced the operation of services.

(b) The commercial arrangement shall establish the capacity, i.e., frequency, scheduling of services, and type of aircraft to be operated on the routes specified in the annex to this Agreement, as well as providing for other matters of a commercial nature as necessary.

2. The commercial arrangement shall cover, in a manner satisfactory to the designated airlines of the Contracting Parties, at least passengers and freight carried on the agreed services and enplaned and deplaned in Canada and Poland. Traffic carried in transit via the territory of the other Contracting Party on the routes specified in the annex to the Agreement shall not be considered as traffic enplaned and deplaned in Canada and Poland.

3. (a) In the event of termination of the commercial arrangement, the aeronautical authorities of the Contracting Parties will review the situation and endeavour to resolve any problems in accordance with article XVIII of the Agreement.

(b) If such endeavour fails, and in the absence of agreement between the aeronautical authorities, the designated airlines of the Contracting Parties shall terminate services between Canada and Poland not later than one year following the notice of termination of the commercial arrangement.

4. (a) It is also understood that the designated airlines of the Contracting Parties shall retain each other as General Sales Agents for the sale of air transportation in Canada and in Poland, in accordance with the General Sales Agency Agreement.

(b) Unless otherwise agreed between the designated airlines of the two Contracting Parties all sales of transportation in Canada will be issued on Air Canada ticket stock, and all sales of transportation in Poland will be issued on LOT Polish Airlines ticket stock.

venance des recettes. Ledit accord commercial assure en outre auxdites entreprises un traitement juste et égal en ce qui a trait au transport du trafic potentiel entre leurs territoires respectifs, après que les deux entreprises auront commencé l'exploitation des services.

b) L'accord commercial définit la capacité, c'est-à-dire la fréquence, l'établissement des horaires des services et les types d'aéronefs utilisés sur les routes spécifiées à l'annexe de l'accord, et pourvoit, si nécessaire, aux autres sujets de nature commerciale.

2. L'accord commercial couvre au moins, de façon jugée satisfaisante par les entreprises de transport aérien désignées par les Parties contractantes, les passagers et les marchandises transportés par les services convenus et embarqués ou débarqués au Canada et en Pologne. Le trafic en transit à travers le territoire de l'autre Partie contractante sur les routes spécifiées à l'annexe de l'accord n'est pas considéré comme embarqué ou débarqué au Canada et en Pologne.

3. a) En cas de dénonciation de l'accord commercial, les autorités aéronautiques des Parties contractantes étudient la situation et s'efforcent de résoudre les problèmes conformément aux dispositions de l'article XVIII de l'accord.

b) En cas d'insuccès et faute d'entente entre les autorités aéronautiques, les entreprises de transport aérien désignées par les Parties contractantes cessent leurs services entre le Canada et la Pologne au plus tard un an suivant la date de l'avis de dénonciation de l'accord commercial.

4. a) Il est également entendu que les entreprises de transport aérien désignées par les Parties contractantes gardent leur titre respectif d'agents généraux des ventes des titres de transport aérien au Canada et en Pologne, conformément aux dispositions de l'accord sur les agences générales de vente.

b) A moins que les entreprises de transport aérien désignées des deux Parties contractantes n'en conviennent autrement, toutes les ventes au Canada de titres de transport aérien s'effectuent sur des billets d'Air Canada, et toutes lesdites ventes en Pologne s'effectuent sur des billets des lignes aériennes polonaises LOT.

II. *Article XI.* With reference to article XI of the Agreement, it is understood that:

5. Although not specifically mentioned in the text of this article, the personal and household effects of the representatives and staff of one designated airline delegated in the territory of the other Contracting Party shall be subject to the same favourable treatment as accorded to items enumerated in article XI. This does not, however, apply to the airlines' "office equipment" which shall be treated in accordance with applicable national custom regulations and be subject to various rates of duty or to exemption depending on the nature of every individual item.

III. *Article XIII.* With reference to Article XIII, paragraph 1 of the Agreement, it is the understanding of my Government that:

6. According to the Polish national laws and regulations, the sales of air transportation in local currency involving payments in convertible currency are subject to individual permissions issued by the Polish National Bank.

7. In case of carriers belonging to the countries in which the Polish airline is allowed to engage in the sale of air transportation, operating to and from Poland according to an agreed programme under Pool or other commercial arrangements, a general permission can be obtained by the Polish airline acting as a general sales agent for a foreign carrier, authorizing sales in local currency on specified routes of the partner; the same carriers can also be authorized to make direct sales in Poland against payments in convertible currencies. Such facilities, aimed at creating similar sales opportunities for the designated airlines of the two countries, will also be granted in favour of the Canadian airline, provided that the agreement referred to in article XIII, paragraph 1, is in force, and provided further that, during the period of unilateral operation of the agreed services by the Polish designated airline similar facilities will be granted in favour of the Canadian airline for the sales in local currency on specified

II. *Article XI.* En ce qui a trait à l'article XI de l'accord, il est entendu que :

5. Quoique non mentionnés explicitement dans le libellé dudit article, les effets personnels et mobiliers des représentants et employés d'une entreprise de transport aérien désignée qui sont affectés au territoire de l'autre Partie contractante jouissent du même traitement favorable que celui accordé aux articles énumérés à l'article XI. Cela ne s'applique toutefois pas aux fournitures de bureau de l'entreprise, lesquelles sont soumises aux règlements douaniers nationaux appropriés et assujetties à divers taux de douane ou exemptées, selon la nature de l'article.

III. *Article XIII.* En ce qui concerne le paragraphe 1 de l'article XIII, il est entendu par mon gouvernement que :

6. Selon les lois et règlements nationaux de la Pologne, la vente de titres de transport aérien en monnaie locale impliquant des paiements en monnaie convertible est soumise aux permissions individuelles accordées par la Banque nationale de Pologne.

7. Lorsqu'il s'agit de transporteurs appartenant aux pays dans lesquels l'entreprise de transport aérien désignée par la Pologne est autorisée à vendre des titres de transport aérien et exploitant des services en provenance ou à destination de la Pologne selon un programme convenu en vertu d'un accord d'exploitation commune ou d'autres accords commerciaux, l'entreprise polonaise qui sert d'agent général des ventes pour un transporteur étranger peut obtenir une permission générale autorisant la vente de titres de transport aérien en monnaie locale sur des routes désignées dudit transporteur; les mêmes transporteurs peuvent également être autorisés à effectuer des ventes directes en Pologne contre paiements en monnaie convertible. Afin de donner aux entreprises de transport aérien désignées par les deux Parties les mêmes possibilités de vente, ces facilités sont également accordées à l'entreprise de transport aérien désignée par le Canada, à condition que l'accord stipulé au paragraphe 1 de

North Atlantic sectors that may be determined by agreement between the two designated airlines with the consent of the appropriate authorities of both Contracting Parties and in convertible currency for the whole Canadian airline's network. It is further understood that the Polish designated airline will be authorized to guarantee an agreed volume of sales in Poland on the Canadian airline's routes.

8. Having taken note of the above both Contracting Parties reserve the right to open, at any time, discussions on any of the matters dealt with in the above statement, in conformity with article XIII, paragraph 1, and article XVIII of the Agreement.

IV. *Article XV.* Finally, in relation to article XV of the Agreement, it is understood that:

9. The location and number of representatives and staff of the designated airline of each Contracting Party would be established on the basis of a mutually recognized need to meet present requirements and subsequent growth in traffic.

If your Government agrees with the above statements and shares in the understanding of my Government as stated therein in relation to articles IX, XI, XIII and XV of the Air Transport Agreement between the Government of Canada and the Government of the Polish People's Republic signed at Ottawa on May 14, 1976, I have the further honour to propose that this Note, which is equally authentic in English and French, and your reply to that effect in Polish, shall constitute an agreement between our two Governments, which shall be applied provi-

l'article XIII soit en vigueur et à condition que, pendant la période d'exploitation unilatérale des services convenus par l'entreprise de transport aérien désignée par la Pologne, les mêmes facilités soient accordées à l'entreprise canadienne pour la vente de titres de transport aérien en monnaie locale sur les secteurs de l'Atlantique Nord qui peuvent être déterminés par entente entre les deux entreprises de transport aérien désignées avec le consentement des autorités compétentes des deux Parties contractantes, ainsi que pour la vente de titres de transport aérien en monnaie convertible sur tout le réseau de l'entreprise canadienne. Il est de plus entendu que l'entreprise de transport aérien désignée par la Pologne est autorisée à garantir un chiffre convenu de ventes en Pologne sur les routes de l'entreprise canadienne.

8. Après avoir pris note des dispositions ci-dessus, les Parties contractantes se réservent le droit d'entamer, en tout temps, des discussions sur toute question traitée ci-dessus, conformément aux dispositions du paragraphe 1 de l'article XIII et de l'article XVIII de l'accord.

IV. *Article XV.* Enfin, en ce qui a trait à l'article XV de l'accord, il est entendu que :

9. Le lieu d'affectation et le nombre des représentants et employés de l'entreprise de transport aérien désignée de chacune des Parties contractantes sont déterminés en fonction d'une nécessité mutuellement reconnue de répondre aux exigences actuelles et à la croissance ultérieure du trafic aérien.

Si votre gouvernement accepte les dispositions énoncées ci-dessus ainsi que la présente interprétation donnée par mon gouvernement aux articles IX, XI, XIII et XV de l'accord sur le transport aérien entre le Gouvernement du Canada et le Gouvernement de la République populaire de Pologne signé à Ottawa le 14 mai 1976, j'ai l'honneur de proposer que la présente note, dont les versions française et anglaise font également foi, ainsi que votre réponse à la présente en polonais constituent, entre nos deux gouvernements, un accord qui sera appliqué provisoirement à la date de votre réponse et

sionally as of the date of your reply and enter into force on the same date as the said Air Transport Agreement.

Accept, Excellency, the assurances of my highest consideration.

ALLAN J. MACÉACHEN  
Secretary of State  
for External Affairs

His Excellency  
Mr. Stefan Olszowski  
Minister of Foreign Affairs  
of the Polish People's Republic  
Ottawa

entrera en vigueur à la même date que ledit accord sur le transport aérien.

Veillez agréer, Excellence, les assurances de ma très haute considération.

Le Secrétaire d'Etat  
aux Affaires extérieures,  
ALLAN J. MACÉACHEN

Son Excellence  
Monsieur Stefan Olszowski  
Ministre des Affaires étrangères  
de la République populaire de Pologne  
Ottawa

## II

[POLISH TEXT — TEXTE POLONAIS]

MINISTER SPRAW ZAGRANICZNYCH

Ekscelencjo,

Mam zaszczyt potwierdzić otrzymanie Noty Waszej Ekscelencji z dnia 14 maja 1976 roku o następującej treści:

„Ekscelencjo, Mam zaszczyt nawiązać do Artykułów IX, XI, XIII i XV Umowy o komunikacji lotniczej między Rządem Kanady a Rządem Polskiej Rzeczypospolitej Ludowej z 14 maja 1976 roku oraz do odnoszącego się do niej Protokołu między liniami lotniczymi podpisanego w Warszawie 23 lutego 1976 roku.

I. *Artykuł IX.* W rozumieniu mojego Rządu zasady zawarte w artykule IX Umowy będą stosowane w następujący sposób w odniesieniu do linii lotniczych między Kanadą i Polską:

1. Obie Umawiające się Strony uzgodniły, że będzie zawarte porozumienie handlowe między ich odnośnymi wyznaczonymi przedsiębiorstwami:

- a) Uzgodnienia handlowe zapewnią wyznaczonym przedsiębiorstwom Umawiających się Stron zbilansowany udział w zyskach pochodzących z eksploatacji uzgodnionych linii przez każde z wyznaczonych przedsiębiorstw z należyтым uwzględnieniem pochodzenia wpływów. Uzgodnienie takie umożliwi również wyznaczonym przedsiębiorstwom równe i jednakowe możliwości przewozu potencjalnego ruchu między ich odnośnymi terytoriami po rozpoczęciu eksploatacji linii przez oba przedsiębiorstwa.
- b) Uzgodnienie handlowe określi zdolność przewozową m.in. częstotliwość, rozkład lotów, typ statków powietrznych eksploatowanych na trasach określonych w Załączniku do tej Umowy a także ustali inne sprawy natury handlowej, które okażą się niezbędne.

2. Uzgodnienie handlowe będzie obejmowało w zadowalający sposób dla wyznaczonych przedsiębiorstw Umawiających się Stron, co najmniej pasażerów i towary prze-

siębiorstwa lotniczego. Rozumie się również że polskie wyznaczone przedsiębiorstwo będzie upoważnione do zagwarantowanie uzgodnionego rozmiaru sprzedaży w Polsce na linie kanadyjskiego przedsiębiorstwa lotniczego.

8. Uwzględniając powyższe obie Umawiające się Strony zastrzegają sobie prawo, w każdym czasie, otwarcia dyskusji w każdej sprawie poruszonej w powyższym oświadczeniu, zgodnie z artykułem XIII ustęp 1 i artykułem XVIII Umowy.

IV. *Artykuł XV.* Wreszcie, w odniesieniu do artykułu XV Umowy rozumie się, że:

9. Lokalizacja i ilość przedstawicieli i personelu wyznaczonego przedsiębiorstwa każdej Umawiającej się Strony będzie ustalana na bazie wzajemnie uznanych potrzeb tak, aby zabezpieczyć obecne potrzeby oraz postępujący przyrost ruchu.

Jeżeli Pański Rząd zgadza się z powyższymi oświadczeniami i podziela interpretację mojego Rządu jak to stwierdzono w niniejszym w odniesieniu do artykułów IX, XI, XIII i XVIII Umowy o komunikacji lotniczej między Rządem Kanady a Rządem Polskiej Rzeczypospolitej Ludowej, podpisanej w Ottawie dnia 14 maja 1976 roku, mam zaszczyt zaproponować, aby niniejsza Nota, która jest jednakowo autentyczna w językach angielskim i francuskim, oraz Pańska odpowiedź na nią w języku polskim, stanowiły porozumienie między naszymi dwoma Rządami, które będzie stosowane tymczasowo od daty Pańskiej odpowiedzi i wejdzie w życie z datą wejścia w życie wymienionej Umowy o komunikacji lotniczej.

Proszę przyjąć, Ekszelencjo, zapewnienie o moim najwyższym poważaniu.“

Mam zaszczyt zakomunikować zgodę mego Rządu na powyższe i przyjąć propozycję Waszej Ekszelencji, aby przytoczona wyżej Nota oraz niniejsza odpowiedź na nią stanowiły Porozumienie między Rządem Polskiej Rzeczypospolitej Ludowej a Rządem Kanady, które będzie stosowane tymczasowo od daty złożenia niniejszej odpowiedzi na Notę Waszej Ekszelencji i wejdzie w życie w dniu wejścia w życie wymienionej Umowy o komunikacji lotniczej.

Proszę przyjąć, Ekszelencjo, wyrazy mego najgłębszego szacunku.

Ottawa, 14 maja 1976 roku.

[Signed—Signé]

STEFAN OLSZOWSKI

Jego Ekszelencja Allan J. MacEachen  
Minister Spraw Zagranicznych Kanady

[TRANSLATION]<sup>1</sup>

Ottawa, May 14, 1976

Excellency,

I have honour to acknowledge receipt of Your Excellency's Note, dated the 14 May 1976, of the following content:

[TRADUCTION]<sup>1</sup>

Ottawa, le 14 mai 1976

Excellence,

J'ai l'honneur d'accuser réception de votre note en date du 14 mai 1976, qui se lit comme suit :

<sup>1</sup> Translation supplied by the Government of Canada.

<sup>1</sup> Traduction fournie par le Gouvernement du Canada.



[See note I]

I have the honour to communicate the agreement of my Government to the above, and to accept Your Excellency's proposal that the note quoted above, together with this reply to it, constitute an agreement between the Government of the Polish People's Republic and the Government of Canada, which shall be applied provisionally as of the date of this reply to Your Excellency's note, and shall enter into force on the same date as the above-mentioned Air Transport Agreement.

Please accept, Excellency, the expressions of my deepest respect.

STEFAN OLSZOWSKI

His Excellency  
Mr. Allan J. MacEachen  
Secretary of State for External Affairs  
of Canada

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[Voir note I]

J'ai l'honneur de vous communiquer l'assentiment de mon gouvernement aux arrangements qui précèdent et d'accepter votre proposition que la note précitée ainsi que la présente réponse constituent entre le Gouvernement de la République populaire de Pologne et le Gouvernement du Canada un accord qui sera appliqué provisoirement à la date de la présente réponse et entrera en vigueur à la même date que l'Accord sur le transport aérien susmentionné.

Veuillez agréer, Excellence, les assurances de mon profond respect.

STEFAN OLSZOWSKI

Son Excellence  
Monsieur Allan J. MacEachen  
Secrétaire d'Etat aux affaires extérieures  
du Canada

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