

**No. 17940**

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**IRELAND  
and  
POLAND**

**Agreement concerning civil air transport (with annex and appendix). Signed at Warsaw on 21 April 1977**

*Authentic text: English.*

*Registered by Ireland on 8 August 1979.*

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**IRLANDE  
et  
POLOGNE**

**Accord relatif aux transports aériens civils (avec annexe et appendice). Signé à Varsovie le 21 avril 1977**

*Texte authentique : anglais.*

*Enregistré par l'Irlande le 8 août 1979.*

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

The Government of Ireland and the Government of the Polish People's Republic;

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

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between their respective territories;

Have agreed as follows:

*Article 1.* For the purposes of this Agreement and of the Annex thereto:

(a) The term "aeronautical authority" shall mean in the case of Ireland the Minister for Transport and Power and in the case of the Polish People's Republic the Minister of Transport, or, in both cases, any person or body authorized to perform any functions being the responsibility of the said authorities;

(b) The term "designated airline" shall mean one of the airlines of Ireland and of the Polish People's Republic which have been designated for the purpose of operating the agreed services on the routes specified in the annex to this Agreement and which has obtained the operating authorization, in accordance with the provisions of article 3 of this Agreement.

*Article 2.* Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in annex hereto. 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 take on and to put down in international traffic passengers, mail and cargo at the specified points on the specified routes, subject to the provisions of this Agreement and the annex thereto.

*Article 3.* 1. Each Contracting Party shall have the right to designate to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes. This designation shall be notified in writing by the aeronautical authorities of one Contracting Party to the aeronautical authorities of the other Contracting Party.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay grant to the airline designated the appropriate operating authorizations.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the

<sup>1</sup> Came into force provisionally from 21 April 1977 by signature, and definitively on 17 January 1978, i.e., the date of the last of the notes (exchanged on 25 August 1977 and 17 January 1978) confirming the completion of the required constitutional procedures, in accordance with article 17.

<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.

conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7th December 1944 with the amendments thereto.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2, 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 designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 9 of the present Agreement is in force in respect of that service.

*Article 4.* 1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) 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 or in nationals of such Contracting Party, or
- (b) In the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) In case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement and the annex thereto.

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

*Article 5.* 1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.

2. In operating the agreed services, 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 services which the latter provide on the whole or part of the specified routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective 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 originating from or destined for the territory of the Contracting Party which had designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down 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 principles 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.

4. The commercial conditions of the agreed services shall be agreed between the designated airlines.

5. The agreement referred to in paragraph 4 of this article shall be subject to the approval of the aeronautical authorities of the Contracting Parties if that is required under the national regulations of either Contracting Party or if the aeronautical authorities of either Contracting Party so require.

*Article 6.* 1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in and departing from the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties, fees and taxes, with the exception of charges corresponding to the service performed:

- (a) Aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) Spare parts and regular equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) Fuel and lubricants destined to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. If national laws or regulations of either Contracting Party so require material referred to in paragraphs 1 and 2 of this article shall be kept under customs control of the said Contracting Party.

*Article 7.* The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the same authorities.

*Article 8.* Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article 9.* 1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other 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.

3. The tariffs referred to in paragraph 2 of this article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, after consultation with

the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

5. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty days from the date of submission, in accordance with paragraph 4 of this article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 4, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty days.

6. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if, during the period applicable in accordance with paragraph 5 of this article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Contracting Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or on the determination of any tariff under paragraph 6 of this article, the dispute shall be settled in accordance with the provisions of article 16 of this Agreement.

8. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established.

*Article 10.* 1. The laws and regulations of each Contracting Party governing the admission to, remaining in and departure from its territory of aircraft engaged in international navigation and the operation and navigation of aircraft while within the limits of its territory, shall also be applied to the aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of each Contracting Party governing the admission to, remaining in and departure from its territory of passengers, crews, mail and cargo transported on board of aircraft and in particular those regarding passports, customs and sanitary control shall be applied to passengers, crews, mail and cargo taken on board of the aircraft of the designated airline of the other Contracting Party.

*Article 11.* Either Contracting Party undertakes to grant the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Contracting Party.

Accounts and payments under this Agreement shall be settled in conformity with the provisions of the payment agreement being in force between both countries and in conformity with currency regulations being in force on their territories.

In the absence of the appropriate provisions of payment agreement, the above-mentioned accounts and payments shall be settled in convertible currency.

*Article 12.* In a spirit of close co-operation, 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 the present Agreement and the annex thereto.

*Article 13.* 1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party; such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to routes in the annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

*Article 14.* The present Agreement and its annex will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article 15.* Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months 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.

*Article 16.* 1. 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 negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this article.

*Article 17.* The present Agreement shall be approved according to the constitutional requirements obtaining in the country of each Contracting Party and shall come into force on the day of an Exchange of Notes confirming that these requirements have been fulfilled. The provisions of the present Agreement shall be provisionally applied from the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by the respective Governments, have signed the present Agreement.

DONE in duplicate at Warsaw this 21st day of April, 1977, in the English language.

For the Government  
of Ireland:  
MARY C. TINNEY

For the Government  
of the Polish People's Republic:  
J. RACZKOWSKI

## ANNEX

## I

The airline designated by the Government of Ireland will be authorised to operate the agreed services on the following routes in both directions:

Points in Ireland—intermediate points—Warsaw or another point in Poland—points beyond, provided that fifth freedom traffic rights will not be exercised at intermediate points in the United Kingdom.

## II

The airline designated by the Government of the Polish People's Republic will be authorised to operate the agreed services on the following routes in both directions:

- (1) Points in Poland—intermediate points—Dublin, provided that fifth freedom traffic rights will not be exercised at intermediate points in the Netherlands or in the United Kingdom, or
- (2) Points in Poland—Shannon—one point in Canada and one point in the United States.

## III

Intermediate points and points beyond can be omitted by the designated airline concerned on all or some of its services, provided that the service starts from the territory of the Contracting Party which has designated the airline.

## APPENDIX

IRISH NOTE OF 1ST NOVEMBER 1977 AND REPLY THERETO CLARIFYING  
CERTAIN SMALL DISCREPANCIES

## (i)

The Ministry of Foreign Affairs of the Polish People's Republic presents its compliments to the Embassy of Ireland and has the honour to acknowledge the receipt of the note of November 1st, 1977, concerning amendments to the Air Transport Agreement between the Government of the Polish People's Republic and the Government of Ireland signed in Warsaw on 21st April 1977.

The Ministry of Foreign Affairs has the honour to inform that the proposals as suggested in the annex to the note of November 1st, 1977, have been accepted by the Polish Government.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of Ireland the assurances of its high consideration.

Warsaw, January 26th, 1978.

Embassy of Ireland  
Stockholm

## (ii)

The Embassy of Ireland presents its compliments to the Ministry for Foreign Affairs and has the honour to refer to the Air Transport Agreement between the Government of Ireland and the Government of the Polish People's Republic which was signed in Warsaw on 21st April 1977.

An examination of the original English text of this Agreement has brought to light the fact that some small discrepancies exist between this text and the draft text authorised by the Irish Government. The differences in the texts are set out in the annex to this Note.

The Irish authorities consider that these discrepancies are all of a textual nature and do not relate to points of substance. However, they wonder if, in order to clarify the situation, the Polish authorities would agree that the amendments set out in column 2 of the annex to this Note be regarded as forming part of the Agreement. If the Polish authorities are so willing, then this Note together with the reply of the Polish authorities indicating their agreement to this course would, in the view of the Irish Authorities, be sufficient to rectify the matter.

The Embassy of Ireland takes this opportunity to renew to the Ministry for Foreign Affairs the assurances of its highest consideration.

Stockholm, 1st November 1977.

Ministry for Foreign Affairs  
Warsaw

*Annex To Embassy of Ireland Note dated 1st November 1977*

<i>Column 1</i>	<i>Column 2</i>
Text of Agreement as signed	Text of Draft Agreement authorised by the Government of Ireland
a) Article 2 page 2 line 2 “in annex hereto”	“in the annex hereto”
b) Article 5.3(b) line 1 page 4 “of the area”	“for the area”
c) Article 6.3 line 2 page 6 “so require”	“so require,”
d) Article 11 Paragraphs unnumbered	Paragraphs numbered 1, 2, 3.
e) Article 11 third paragraph, line 1 “payment agreement”	“a payment agreement”
f) Article 17, second paragraph “the respective Governments”	“their respective Governments”