

No. 19967

**SPAIN
and
POLAND**

**Agreement concerning civil aviation (with annex). Signed
at Warsaw on 8 January 1973**

Authentic texts: Spanish and Polish.

Registered by Spain on 29 June 1981.

**ESPAGNE
et
POLOGNE**

**Accord relatif aux transports aériens civils (avec annexe).
Signé à Varsovie le 8 janvier 1973**

Textes authentiques: espagnol et polonais.

Enregistré par l'Espagne le 29 juin 1981.

[TRANSLATION—TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN
AND THE GOVERNMENT OF THE POLISH PEOPLE'S RE-
PUBLIC CONCERNING CIVIL AVIATION

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

Desiring to regulate their mutual relations in the field of civil aviation,

Have agreed on the following provisions:

Article 1. For the purposes of the present Agreement and its annex:

(a) The term "aeronautical authorities" shall mean, in the case of the Polish People's Republic, the Ministry of Communications and, in the case of Spain, the Air Ministry or, in both cases, any person or body authorized to perform the functions of these authorities;

(b) The term "designated airline" shall mean an airline which has been designated to operate the agreed services on the routes indicated in the annex to the present Agreement and which has obtained the operating authorization in accordance with the provisions of article 3 of the present Agreement.

Article 2. Each Contracting Party shall grant 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 the annex to the present Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

(a) To fly without landing across the territory of the other Contracting Party;

(b) To make stops in the said territory for non-traffic purposes;

(c) To pick up and set down international traffic in passengers, mail and cargo at the points specified on the designated routes in accordance with the provisions of the present Agreement and its annex.

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

2. The Contracting Party receiving such notification shall, subject to the provisions of paragraphs 3 and 4 of the present article, without delay grant to

¹ Applied provisionally from 8 January 1973, the date of signature, and came into force definitively on 7 July 1973, i.e., the date of the last of the notifications (effected on 27 June and 7 July 1973) by which the two States informed each other of its approval, in accordance with article 19 (1).

the airline designated by the other Contracting Party the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is able to fulfil the conditions prescribed under the laws and regulations normally applied by such authorities to the operation of international air services, in accordance with the provisions of the Convention on International Civil Aviation, concluded in Chicago on 7 December 1944.¹

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in article 2 of the present Agreement, if 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 entities (individual or legal) of its nationality.

5. On receiving the operating authorization specified in paragraph 2 of the present article, the designated airline may begin at any time to operate the agreed service, provided that a tariff established in accordance with the provisions of article 10 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 the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights if:

- (a) It is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in entities (individual or legal) of such Contracting Party; or
- (b) The airline fails to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) The airline fails to operate the agreed services in accordance with the conditions laid down in this Agreement and its annex.

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. The airlines designated by the Contracting Parties for the operation of the agreed services shall provide capacity adequate to carry the current and reasonably anticipated requirements of international aviation for these services.

¹ 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; vol. 1008, p. 213, and vol. 1175, p. 297.

2. The agreement concluded between the designated airlines for the operation of the agreed services shall, if the national laws and regulations of either Contracting Party so require, be subject to the approval of the aeronautical authorities of that Contracting Party.

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

2. Exemption from the same duties and taxes, with the exception of charges corresponding to services performed, shall also be granted to:

- (a) Stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and destined for use on board aircraft operated on international services by the designated airline of the other Contracting Party;
- (b) Spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft operated 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 during the flight over the territory of the Contracting Party in which they were taken aboard, and
- (d) Office and publicity material of the designated airline of either Contracting Party, within the limits established by the competent authorities of the other Contracting Party.

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

Article 7. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline 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 shall be kept under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of under authorization of the customs authorities.

Article 8. Passengers in transit through the territory of either Contracting Party shall be subject only to routine control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article 9. 1. The laws and regulations of either Contracting Party which regulate entry into, stay in and departure from its territory of aircraft

used in international navigation, or the operation and navigation of such aircraft while within that territory, shall apply equally to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of either Contracting Party relating to entry into, stay in and departure from its territory of passengers, crews, mail and cargo carried on board such aircraft, in particular those regarding passports, customs and health control, shall be applicable to passengers, crews, mail and cargo on board aircraft of the designated airline of the other Contracting Party.

Article 10. 1. The tariffs charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be fixed at reasonable levels, due regard being paid to all relevant factors, particularly cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be fixed by mutual consent by the designated airlines of the two Contracting Parties, after consultation with other airlines operating over all or part of the same route, and shall, where possible, be reached through the rate-fixing machinery established by the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties not less than 30 days before the proposed date for their entry into force. In special cases, this time-limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this article, or if during the first 15 days of the 30-day period referred to in paragraph 3 of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this article, or on the fixing of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of article 15 of this Agreement.

6. No tariff shall enter into force if the aeronautical authorities of either Contracting Party have not approved it.

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

Article 11. The accounts and payments between the designated airlines shall be in convertible currencies in accordance with the relevant provisions of

the international agreement in force between the two States and the exchange control regulations in force in their territories.

Article 12. In accordance with the principle of reciprocity, each Contracting Party undertakes not to tax profits or revenue derived from the operation of aircraft in international traffic by the designated airline of the other Contracting Party.

Article 13. The designated airlines may maintain offices in the territory of the other Contracting Party with the necessary staff to meet the operating requirements of the agreed services in numbers to be determined by agreement between the aeronautical authorities of the two Contracting Parties.

Article 14. 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 of its annex.

Article 15. Any dispute relating to the interpretation or application of the present Agreement or of its annex shall be settled by direct negotiations between the competent aeronautical authorities. If an agreement cannot be reached by negotiations, the dispute shall be settled between the Contracting Parties.

Article 16. 1. Each Contracting Party may at any time propose to the other Contracting Party any amendment which it may consider it desirable to include in the present Agreement. Consultations between the Contracting Parties with respect to the proposed amendment shall begin within 60 days from the date of the request submitted by either Contracting Party.

2. If one of the Contracting Parties considers it desirable to amend the annex to this Agreement, the aeronautical authorities of the Contracting Parties may agree on the amendment.

3. Any amendment to this Agreement or to its annex pursuant to the provisions of paragraphs 1 and 2 of this article shall enter into force upon confirmation by an exchange of notes between the Contracting Parties.

Article 17. This Agreement is concluded for an indefinite period. Either Contracting Party may denounce it upon notice. In such case, the Agreement shall terminate 12 months after the date of receipt of the notice by the other Contracting Party.

Article 18. This Agreement shall be registered with the International Civil Aviation Organization.

Article 19. 1. This Agreement shall be approved in accordance with the internal legislation of each of the two States and shall enter into force on the date of exchange of notes confirming such approval.

2. This Agreement shall enter into force provisionally upon signature.

DONE in duplicate, in the Spanish and Polish languages, both texts being equally authentic, at Warsaw on 8 January 1973.

For the Government
of Spain:

[*Signed*]

EMILIO BELADÍEZ NAVARRO

For the Government
of the Polish People's Republic:

[*Signed*]

JANA RACZKOWSKIEGO

ANNEX

I) The agreed services specified in article 2 of this Agreement are defined as followed:

A. *Spanish services*

1. Points in Spain—intermediate points to be determined—Warsaw and/or another point in Poland to be determined.

2. Points in Spain—intermediate points to be determined—Warsaw—more distant points in Europe to be determined.

B. *Polish services*

1. Points in Poland—intermediate points to be determined—Madrid and/or Barcelona or another point in Spain to be determined.

2. Points in Poland—intermediate points to be determined—Madrid—more distant points in West Africa to be determined.

II) 1. The intermediate and more distant points specified in article I of this annex shall be determined by agreement between the aeronautical authorities, except in the case of points which are to be served without the Fifth Freedom and which may be determined at the choice of the designated airline concerned.

2. Fifth Freedom rights for more distant points shall be granted preferably on routes not served by the designated airline of the other Contracting Party.

3. Consultations shall be held between the aeronautical authorities of the Contracting Parties with a view to establishing long-distance services not included in article I of this annex, when the two parties confirm their mutual interest in implementing such plans.

III) 1. At the option of the designated airline, one or more points on the routes indicated in article I of this annex may be omitted on all or some services, provided that the point of departure of the route is situated in the territory of the Contracting Party which designated the said airline.

2. The designated airline of one Contracting Party may not, on any one service, make a stopover at more than one point in the territory of the other Contracting Party.

IV) 1. With due regard for the provisions of article 5, paragraph 1, of this Agreement, the designated airline of each Contracting Party, in establishing the capacity of the agreed services and in operating shared routes, shall respect the interests of the designated airline of the other Contracting Party.

2. The aeronautical authorities of the two Contracting Parties shall recommend to the designated airlines that the commercial conditions for the operation of the agreed services shall be determined, to the extent possible, by common agreement.
