

## AGREEMENT

between  
the Government of the Slovak Republic  
and the Government of the Republic of Poland  
on Air Transport

The Government of the Slovak Republic and the Government of the Republic of Poland (hereinafter called as "Contracting Party"),

being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and

desiring to conclude an Agreement between the Government of the Slovak Republic and the Government of the Republic of Poland on Air Transport (hereinafter called as "Agreement") for the purpose of promoting air transport relations between and beyond their respective territories,

have agreed as follows:

ARTICLE	TITLE
1	Definitions,
2	Grant of Rights,
3	Designation and Operating Authorization,
4	Revocation of Operating Authorization or Suspension of Rights,
5	Application of Laws and Regulati
6	Aviation Security,
7	Recognition of Certificates and Licences,
8	Exemption from Duties and Taxie
9	User Charges for Airports and Aviation Facilities,
10	Direct Transit,
11	Sales and Transfer of Funds,
12	Double Taxation,
13	Approval of Tariffs,
14	Capacity,
15	Timetables,
16	Commercial Activities,
17	Communication of Operating Information and Statistics,
18	Consultations,
19	Modifications,
20	Settlement of Disputes,
21	Registration with ICAO,
22	Termination,
23	Entry into Force.

**ARTICLE 1**  
**Definitions**

For the purpose of this Agreement:

a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes of Convention under articles 90 and 94 thereof so far as these annexes and amendments have been adopted by both Contracting Parties;

b) the term "aeronautical authorities" means, in the case of the Slovak Republic the Ministry of Transport, Communications and Public Works, Department of Civil Aviation and, in the case of the Republic of Poland the Ministry of Transport and Maritime Economy, or, in both cases, any other person or body authorized to perform the functions incumbent upon the said authorities;

c) the term "designated airline" means each airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate international air services on the routes specified in conformity with Article 2 paragraph 2 of this Agreement;

d) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" shall, for the purpose of this Agreement have the meaning laid down in Articles 2 and 96 of the Convention;

e) the term "capacity" in relation to "agreed services" means the capacity of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period and route or section of a route;

f) the term "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;

g) the term "specified route" means a route specified on the Annex to this Agreement;

h) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 19 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex;

i) the term "tariff" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with air transportation but excluding remuneration and conditions for the carriage of mail;

## ARTICLE 2 Grant of Rights

1. The airline of each Contracting Party shall enjoy the following privileges in respect of their international air services:

a) to fly across the territory of the other Contracting Party without landing; and

b) to make stops in the territory of the other Contracting Party for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating international air services (agreed services) by a designated airline over the specified routes in the appropriate section of the Annex.

3. Subject to the provisions of this Agreement, the designated airline of 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 land in the said territory for non-traffic purposes;

c) to embark and disembark in the said territory at the points specified in the Annex of this Agreement, passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party on a commercial basis;

d) to embark and disembark in the territory of the third countries at the points specified in the Annex, passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the other Contracting Party, specified in the

Annex.

4. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of embarking, in the territory of the other Contracting party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point within the territory of that Contracting Party (cabotage ).

### ARTICLE 3

#### Designation and Operating Authorization

1. Each Contracting Party shall have the right to designate one or several airlines for the purpose of operating the agreed services. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties.

2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operation authorization, which is consistent with the laws and regulations of received Contracting Party.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and 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 for the exercise of the rights specified in Article 2 of this Agreement, whenever the Contracting Party has no proof that a preponderant part of the ownership and effective control of that airline are vested in the other Contracting Party or in its nationals.

5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airline may at any time operate the agreed services, provided that tariffs established in accordance with the provisions of Article 13 of this Agreement are in force and timetables are approved under Article 15 of this Agreement.

6. Either Contracting Party shall have the right to replace an airline it has designated by another airline by written communication to the other Contracting Party and subject to the provisions of paragraphs 1 to 3 above. The newly designated airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

#### ARTICLE 4

##### Revocation of Operating Authorization or Suspension of Rights

1. The aeronautical authorities of one Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2

of this Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

a) the designated airline cannot prove that preponderant part of its ownership and effective control are vested in the Contracting Party designating the airline or in its nationals; or

b) the designated airline fails to comply or has infringed the laws or regulations of the Contracting Party granting these rights; or

c) the designated airline fails to operate the agreed services in accordance with the conditions prescribed under this Agreement.

2. Such right shall be exercised only after consultation with the other Contracting Party, in accordance with Article 18 of this Agreement, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

#### ARTICLE 5

##### Application of Laws and Regulations

1. The laws and regulations of one Contracting Party relating to the admission to remaining in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation for such aircraft while within its territory, shall be applied to the

aircraft of the airline designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into, departure from and while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to stay in, transit through and departure from its territory of passengers, crew, baggage, cargo and mail on aircraft, including regulations relating to entry, clearance, immigration, and emigration, passports, customs, currency and sanitary measures, shall be complied with by the airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

## ARTICLE 6

### Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September

1971 ,the Protocol for the Suppression of Unlawful Acts against the Safety of International Airports, signed at Montreal on 24 February 1988 and all other international instruments in the same field which may be ratified in the future by the Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of bussines or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

5. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

6. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to

protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

8. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

#### ARTICLE 7

##### Recognition of Certificates and Licences

1. Certificate of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant

to the Convention.

2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificate of competency and licences granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

#### ARTICLE 8

##### Exemption from Duties and Taxes

1. Each Contracting Party shall, to the fullest extent possible under its national law and on a basis of reciprocity, exempt the designated airline or airlines of the other Contracting Party 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 food, beverages, 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 that airline as well as printed ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that airline.

2. The exemptions 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 a designated airline of the other Contracting Party;

b) retained on board aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; and

c) taken on board aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party; whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of said Contracting Party.

All items (materials) referred to in paragraphs 1 and 2 of this Article may be required to be kept under customs supervision or control.

3. The normal board equipment, as well as the materials and supplies normally retained on board the aircraft of a 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 that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

## ARTICLE 9

### User Charges for Airports and Aviation Facilities

1. Fees and charges applied in the territory of either

Contracting Party to the airline operations of the other Contracting Party for the use of airports open to public use and other aviation facilities in the territory of the first Party, shall be collected in accordance with uniform conditions applicable without discrimination as to the nationality of the aircraft concerned.

2. In the use of airports, airways, air traffic services and associated facilities under its control, neither Contracting Party shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services.

#### ARTICLE 10

##### Direct Transit

Passengers, baggage and freight in direct transit across the territory of a Contracting Party, not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Baggage and freight in direct transit shall be exempt from customs duties and other charges.

#### ARTICLE 11

##### Sales and Transfer of Funds

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion through its agents, subject to the appropriate laws and regulations being in force on the territory of that Contracting Party.

2. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to convert and remit to its country, on demand, funds obtained in the normal course of its operations, in conformity with the provisions of the payment agreement being in force between both countries and in conformity with currency regulations being in force in its territory.

3. Each Contracting Party shall facilitate the transfer of such funds into the country of the other Contracting Party; these transfers shall be executed without delay.

#### ARTICLE 12

##### Double Taxation

1. Each Contracting Party exempts receipts coming from the operation of aircraft in international traffic by the designated airline of the other Contracting Party from any taxes, charges from profits as well as from other financial charges.

2. Each Contracting Party undertakes not to collect taxes from salaries of employees of the other Contracting Party delegated from its country to work in the representations mentioned in Article 16 of this Agreement.

#### ARTICLE 13

##### Approval of Tariffs

1. The tariffs and to be charged for passengers and cargo on the routes specified in accordance with Article 2 paragraph

2 of this Agreement shall be subject to approval by the aeronautical authorities of the Contracting Parties. The tariffs should take into account the cost of operation, a reasonable profit, the prevailing conditions of competition and of the market as well as the interests of transport users.

2. Any tariffs shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least one month prior to the envisaged date of their introduction. This period may be reduced in special cases if the aeronautical authorities agree. Approval may be given expressly. However, if neither of aeronautical authorities of the Contracting Parties has expressed disapproval of the proposed tariffs within thirty days (30) from the submission, these tariffs shall be considered approved. In the event of the period for submission being reduced, the aeronautical authorities may agree that the period within which any disapproval must be notified shall also be reduced accordingly.

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 discussion with their respective government and consultation, if applicable, with other airlines. Such agreement may be reached by the use of the appropriate international rate fixing mechanism, or association IATA.

4. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. However the tariff shall not be prolonged for more than twelve (12) months after the date on which it otherwise would have expired.

5. If a tariff cannot be agreed in accordance with paragraph 3 of this Article , or if during the period applicable in accordance with paragraph 4 of this Article a notice of disapproval has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves.

6. If the aeronautical authorities of the Contracting Parties cannot determine a tariff in accordance with paragraph 5 of this Article the dispute shall be settled in accordance with the provisions of Article 20 of this Agreement.

#### ARTICLE 14

##### Capacity

1. The capacity to be provided on the agreed services by the designated airlines shall be approved by the aeronautical authorities of both Contracting Parties on the basis of the principle of fair and equal opportunity for the designated airlines of both Contracting Parties.

2. In operating the agreed services the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a 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 and/or cargo, including mail, coming from or destined for the territory of the Contracting Party designating the airline. Provision of the carriage of passengers and/or cargo, including mail, both taken on board 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 principles that capacity shall be related to:

a) traffic requirements to and from the territory of the Contracting Party which has designated the airline/s/ ;

b) traffic requirements of the area through which the agreed service 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.

#### ARTICLE 15

#### Timetables

1. A designated airline by one Contracting Party shall file to the aeronautical authorities of the other Contracting Party for approval at least sixty (60) days in advance the timetable of its intended services, specifying the frequency, type of aircraft, times, configuration and number of seats to be made available to the public and period of timetable validity.

2. If a designated airline wishes to operate

supplementary flights besides those covered in the timetables, it shall agree such flights with the designated airline of the other Contracting Party. In the event where no agreement can be reached among the designated airlines, the matter shall be resolved with aeronautical authorities of the Contracting Party accepting a supplementary flight.

3. Any subsequent changes to the approved timetables of a designated airline of one Contracting Party, except change of type of aircraft due to operational reasons, shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

#### ARTICLE 16

##### Commercial Activities

1. Each Contracting Party shall, on reciprocal basis, grant to each designated airline of the other Contracting Party the right to maintain in its territory such offices and administrative, commercial and technical personnel as are needed by the designated airline.

2. The establishment of the offices and the employment of the personnel referred to in paragraph 1 above shall be subject to the laws regulations of the Contracting Party concerned, such as the laws regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned.

**ARTICLE 17**

**Communication of Operating Information and Statistics**

1. The designated airlines shall communicate to the aeronautical authorities of the Contracting Parties at least one month prior to the initiation of air services on the routes specified in accordance with Article 2 paragraph 2 of this Agreement the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

2. The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of each designated airline as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the routes specified in the Annex. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

**ARTICLE 18**

**Consultations**

1. In the spirit of close co-operation the aeronautical authorities of both Contracting Parties shall consult each other from time to time, which may be through discussion or by correspondence, to ensure close collaboration in all matters affecting the fulfillment of the present Agreement and its Annexes.

2. Either Contracting Party may at any time request consultations on any problem related to this Agreement. Such consultation shall begin within a period of sixty days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

**ARTICLE 19**  
**Modifications**

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement such modifications, if agreed between the Contracting Parties, shall come into force when confirmed by an exchange of written notices.

2. Modifications to the Annex of this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall enter into force when confirmed by an exchange of written notices.

3. If a general multilateral convention for scheduled international air services enter into force in relation to both Contracting Parties, this Agreement shall be modified so as to conform with the provisions of such multilateral convention.

**ARTICLE 20**  
**Settlement of Disputes**

1. Any dispute relating to the interpretation or application of this Agreement or of the Route Schedule shall

be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. If the aeronautical authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

2. If the dispute cannot be settled in accordance with paragraph 1 above, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

3. Such arbitral tribunal shall be constituted ad hoc as follows : each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the Contracting Parties. Such member shall be appointed within month, and such chairman within two months, of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the disagreement to an arbitral tribunal.

4. If the periods specified in paragraph 3 above has not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-president deputizing for him should make the necessary appointments.

5. The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other

costs shall be born in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

#### ARTICLE 21

##### Registration with ICAO

This Agreement and any modification to it according to the Article 19 of this Agreement shall be registered with the International Civil Aviation Organization (ICAO).

#### ARTICLE 22

##### Termination

1. The validity of this Agreement is for an unlimited period.

2. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. A copy of the notice shall be sent simultaneously to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed as having been received fourteen days after the date of receipt by the International Civil Aviation Organization of its copy.

ARTICLE 23

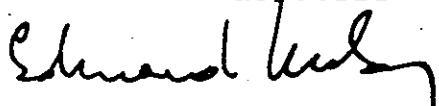
Entry into Force

1. Each Contracting Party shall notify the other Contracting Party in writing of the approval of this Agreement in conformity with its national laws and regulations. This Agreement shall enter into force on the date of latter of these written notifications.

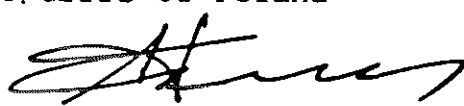
2. This Agreement shall be provisionally applicable from the date of its signature.

Done in duplicate at *Warsaw* ..... on *18 August 94* 19.....  
in Slovak, Polish and English languages, each version being equally authentic. In case of any divergence of interpretation the English text shall prevail.

For the Government  
of the Slovak Republic



For the Government of the  
Republic of Poland



ANNEX

to the Agreement between the Government of the Slovak Republic and the Government of the Republic of Poland on Air Transport

A. The airlines designated by the Government of the Slovak Republic are entitled to operate air services on these specified routes:

1. Points in the Slovak Republic - Warsaw v.v.

2. Points in the Slovak Republic - Warsaw -  
- Points beyond, v.v.

B. The airlines designated by the Government of the Republic of Poland are entitled to operate air services on these specified routes:

1. Points in the Republic of Poland - Bratislava v.v.

2. Points in the Republic of Poland - Bratislava - Points  
beyond, v.v.

C. Points beyond shall be specified later by agreement between the Aeronautical Authorities of both Contracting Parties.