

No. 7279

**FRANCE
and
ROMANIA**

Air Transport Agreement (with annexes). Signed at Bucharest, on 18 May 1962

Official texts: French and Romanian.

Registered by the International Civil Aviation Organization on 8 June 1964.

**FRANCE
et
ROUMANIE**

Accord (avec annexes) relatif aux transports aériens. Signé à Bucarest, le 18 mai 1962

Textes officiels français et roumain.

Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.

[TRANSLATION — TRADUCTION]

No. 7279. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
FRENCH REPUBLIC AND THE ROMANIAN PEOPLE'S
REPUBLIC. SIGNED AT BUCHAREST, ON 18 MAY 1962

The Government of the French Republic and the Government of the Romanian People's Republic (hereinafter referred to as "the Contracting Parties"), desiring to facilitate air relations between their respective territories, have for this purpose appointed representatives who, being duly authorized, have agreed as follows :

Article 1

For the purposes of this Agreement and its annexes :

(1) The expression "aeronautical authorities" means, in the case of the French Republic, the Secretariat-General of Civil Aviation, and, in the case of the Romanian People's Republic, the Department of Air Transport, Ministry of Transport and Telecommunications, or, in either case, any body authorized to perform the functions at present exercised by them.

(2) The expression "agreed services" means all scheduled air services operated on the routes described in annex I² to this Agreement.

(3) The expression "designated airline" means any airline which one of the Contracting Parties has designated in writing to the other Contracting Party, in accordance with the provisions of article 3 of this Agreement, for the operation of the agreed services.

Article 2

The Government of the French Republic and the Government of the Romanian People's Republic grant to each other the rights specified in annex I to this Agreement.

Article 3

(1) Each of the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which these rights have been granted, provided that :

¹ Applied provisionally from 18 May 1962, the date of signature, and came into force definitively on 13 October 1962, the date on which the Contracting Parties notified each other that the relevant constitutional processes had been completed, in accordance with the provisions of article 17.

² See p. 142 of this volume.

- (a) The Contracting Party to which the rights have been granted has designated the airline which will operate the agreed services ;
- (b) The Contracting Party granting the rights has authorized the airline to inaugurate the agreed services, such authorization being given without delay, subject to the provisions of paragraph 2 of this article.

(2) The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the requirements prescribed by the laws and regulations mentioned in article 5 of this Agreement.

(3) Each Contracting Party reserves the right to withhold an operating permit from the airline designated by the other Contracting Party, to revoke such a permit, to suspend the exercise of the rights specified in annex I to this Agreement or to impose such conditions as it may deem necessary on the exercise of these rights, where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party which designated the airline or in nationals of that Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement and the annexes thereto.

(4) Unless the revocation, suspension or immediate imposition of conditions is necessary to prevent further infringements of the provisions of the Agreement, this right shall be exercised only after consultation with the other Contracting Party.

Article 4

(1) The designated airlines shall enjoy equal and fair opportunities in the operation of the agreed services between the territories of the Contracting Parties.

(2) Where they operate on the same routes, the designated airlines shall take each other's interests into account so as not to affect unduly their respective services.

(3) On all the routes appearing in annex I to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

(4) The airline designated by either Contracting Party may, within the limit of the over-all capacity stipulated in paragraph 3 of this article, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

(5) Additional capacity over and above that mentioned in paragraph 3 of this article may occasionally be provided whenever it is warranted by the traffic requirements of the countries served by the route.

An understanding shall be reached between the companies of the two Contracting Parties if such capacity is to be used for any length of time.

(6) The airlines designated by the two Contracting Parties shall agree upon the conditions under which the agreed services shall be operated. Such agreement, which shall take into account the capacity to be provided by each of the designated airlines, shall specify the frequency of services, the organization of time-tables and the general conditions in which such services shall be operated by the designated airlines. Any dispute on this subject shall be settled in accordance with the procedure specified in article 15.

Article 5

(1) The laws and regulations of each Contracting Party relating to the entry into, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory, shall apply to aircraft of the other Contracting Party.

(2) The laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew, mail and cargo carried on board aircraft, such as those relating to police formalities, entry, exit, passports, customs and health, shall apply to passengers, crew, mail and cargo taken on board aircraft of the other Contracting Party.

The carrier is responsible for seeing that the passengers, crew, mail and cargo are accompanied by the documents needed for the formalities specified in this paragraph.

(3) The technical aircraft operation manuals and the airline manuals (navigation and route charts) of each Contracting Party or the instructions replacing them shall be deposited with the competent official services of the other Contracting Party.

Article 6

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such technical personnel as may be needed to operate the air services specified in annex I to this Agreement and such commercial personnel as may be needed to facilitate traffic. They shall agree on the number of persons to be employed for this purpose, subject to the agreement of the aeronautical authorities.

Article 7

(1) The routes to be followed by the aircraft flown in the operation of the agreed services and the corridors for crossing the frontiers of the two States shall be fixed by each Contracting Party for its own territory.

(2) In order to ensure the safety of flights in the agreed services, each Contracting Party shall allow the aircraft of the other Contracting Party to use such

of its radio and lighting facilities and meteorological and other services as may be necessary for the operation of the service. It shall also give the other Contracting Party information on such facilities and on the airports of destination and alternate airports at which the aircraft may land and on the route they should follow over its territory.

(3) The aircraft of each of the Contracting Parties shall carry such crew and equipment as are needed to comply with the rules and procedures of air traffic and radiocommunication applicable in the airspace of the other Contracting Party over the entire route followed.

Article 8

Fees and other charges for the use of airports and of airport installations and technical facilities in the territory of either Contracting Party shall be levied in accordance with the rates and tariffs uniformly established by the laws and regulations of that Contracting Party.

Article 9

(1) Aircraft making the flights mentioned in the annex to this Agreement, and fuel, lubricating oils, spare parts, regular equipment and stores present on board such aircraft shall, on arriving in or leaving the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges, even though such materials are used or consumed in flight over that territory, unless, however, they are transferred in the territory of the other Contracting Party to third parties.

(2) Fuel and lubricating oils necessary for the refuelling of aircraft of the airline designated by either Contracting Party, delivered in the territory of the other Contracting Party, shall be exempt from customs duties and other national and local duties and charges.

(3) Fuel, lubricating oils, spare parts, tools, regular equipment and stores brought into and/or stored in the territory of either Contracting Party for consumption or use by aircraft of the airline of the other Contracting Party in carrying out the flights specified in annex I to this Agreement shall, on importation into or exportation from the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges, except for charges levied for services rendered. They may not, however, be transferred in that territory to third parties.

(4) Regular equipment, supplies and stores on board the aircraft of one Contracting Party may be unloaded and stored in the territory of the other Contracting Party under the supervision of the customs authorities of that territory, until they are re-exported or are declared to customs.