

No. 193

**POLAND
and
ROUMANIA**

**Agreement concerning air services (with Annex). Signed at
Bucharest, on 9 August 1947**

*French official text communicated by the Representative of Poland to the United
Nations. The registration took place on 16 February 1948.*

**POLOGNE
et
ROUMANIE**

**Accord (avec annexe) concernant le service aérien. Signé à
Bucarest, le 9 août 1947**

*Texte officiel français communiqué par le représentant de la Pologne auprès de
l'Organisation des Nations Unies. L'enregistrement a eu lieu le 16 février
1948.*

TRANSLATION — TRADUCTION

No. 193. AGREEMENT¹ CONCERNING AIR SERVICES
BETWEEN THE REPUBLIC OF POLAND AND THE KING-
DOM OF ROUMANIA. SIGNED AT BUCHAREST, ON 9
AUGUST 1947

With the object of promoting the development of air communications between the Republic of Poland and the Kingdom of Roumania and mutually facilitating the establishment of air lines of concern to both countries, the Polish Government and the Roumanian Government have appointed their representatives, who, having communicated their full powers, found in good and due form, have agreed on the following provisions:

Article 1

The Contracting Parties shall grant one another the rights specified in the Annex to the present Agreement for the purpose of establishing and operating the air services enumerated in the Annex. The said air services may be put into operation forthwith or at some future date at the option of the Contracting Party to which such rights are granted.

Article 2

(a) Each of the lines enumerated in the Annex may be put into operation so soon as the Contracting Party to which the rights specified in the said Annex have been granted designates an air navigation undertaking to operating a given service and so soon as the other Contracting Party granting such rights delivers to the said undertaking the necessary permit authorizing the operation of this air service. The latter Contracting Party shall be bound to grant the permit without delay, subject to the provisions of article 6 of the present Agreement.

(b) The competent civil aviation authorities of the Contracting Party granting the permit to operate the service may require the air navigation undertaking to which the said operating permit is granted to submit evidence, in accordance with the laws and regulations in force, of its ability to maintain air services.

¹ Came into force on 25 October 1947, upon the exchange of the instruments of approval at Warsaw, in accordance with article 10.

Article 3

(a) The charges which either Contracting Party may impose upon the air navigation undertaking designated by the other Contracting Party for the use of airports, facilities and services in its territory, shall be the same as the charges which are compulsory under the general regulations in force in the aforesaid territory for the use of the facilities and said services by other undertakings operating international air lines.

(b) Fuel, lubricants and spare parts imported into the territory of one of the Contracting Parties by the undertaking designated by the other Contracting Party and intended for the exclusive use of aircraft belonging to the undertaking, shall not with respect to Customs duties, costs of inspection and other national charges enjoy less favourable treatment than that applicable to an undertaking of the most favoured nation.

(c) Aircraft employed on the air lines covered by the present Agreement as well as the fuel, lubricants, spare parts, normal equipment and stores on board the aircraft of the air navigation undertaking designated by either Contracting Party shall, on their arrival, while remaining in, and at their departure from the territory of the other Contracting Party, be exempt from Customs duties, costs of inspection and other similar charges even if such materials and stores are utilized or consumed by the said aircraft during their flights over the said territory.

Article 4

(a) Certificates of airworthiness and certificates of competency as well as licences issued or rendered valid by one Contracting Party for the purpose of operating the lines specified in the Annex shall also be recognized as valid by the other Contracting Party.

(b) Each Contracting Party reserves the right to refuse to recognize as valid for the purpose of flight over its own territory certificates of competency and licences issued to its own present or former nationals by the other Contracting Party or by a third State.

Article 5

(a) The laws and regulations 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 while within its territory, shall be applied also to aircraft of the air navigation undertaking designated by the other Contracting Party.

(b) The laws and regulations of a Contracting Party respecting the admission to, stay within or departure from its territory of passengers, crew, and cargo (such as regulations respecting the entry, exit, Customs duties, immigration, passport formalities and quarantine) shall apply to the passengers, crew and cargo of the aircraft of the air navigation undertaking of the other Contracting Party, when remaining in, entering and leaving the territory of the first contracting Party.

Article 6

Each Contracting Party shall reserve the right to withhold or revoke, with immediate effect, an authorization or permit to operate air lines on its territory by the air navigation undertaking of the other Contracting Party, when it acquires the certainty that a substantial part of the ownership or effective control of the undertaking designated by the other Contracting Party is not in the hands of the State or the nationals of either Contracting Party or that the air navigation undertaking does not discharge its obligations arising out of the present Agreement.

Article 7

Each Contracting Party shall have the right to maintain the necessary technical and business personnel on the territory of the other Contracting Party.

Article 8

(a) Each of the two Contracting Parties may at any time consult the other Contracting Party with a view to introducing into the present Agreement any amendments which experience may show to be desirable.

(b) If either Contracting Party should deem it desirable to modify the tenor of the Annex to the present Agreement, the competent civil aviation authorities of the two Contracting Parties shall enter into direct negotiation with a view to undertaking the modification.

(c) In the event of the two Contracting Parties ratifying a multilateral air navigation Convention or acceding to such a Convention, the present Agreement or its Annex shall be amended in such a manner so as to correspond with the provisions of the said Convention when it enters into force with respect to the two Contracting Parties.

Article 9

(a) Any dispute relating to the interpretation and application of the present Agreement or its Annex which it is not possible to settle by direct

negotiation between the competent air authorities shall be submitted to an arbitration tribunal for arbitration in accordance with the following procedure.

(b) Each Contracting Party shall appoint an arbitrator, that is two in all, who shall elect an umpire who shall act as Chairman. If one of the Contracting Parties fails to designate an arbitrator within a month of being asked to do so by the other Party, the latter may request the Secretary-General of the United Nations to designate such an arbitrator. The arbitration tribunal shall establish its own rules of procedure and shall decide by a majority of votes. The Contracting Parties undertake to abide by the arbitral award which shall be definitive.

(c) Should the two arbiters fail to agree on the choice of an umpire, each Contracting Party shall, within two months from the date of the appointment of the last arbitrator, submit the matter to the competent authorities of the United Nations.

(d) The costs relating to the member of the arbitration tribunal appointed by each Contracting Party shall be borne by the Contracting Party, and the costs relating to the chairman of the tribunal shall be borne by the Party which is non-suited.

Article 10

The present Agreement shall come into force on the date of the exchange by the two Governments of the instruments of approval which shall take place at Warsaw. It annuls and replaces all previous Polish-Roumanian Agreements relating to air navigation.

Article 11

The present Agreement is concluded for a period of five years, and if not denounced one year before the expiry of that period, shall be deemed valid for another period of five years, subject to the same procedure with respect to denunciation.

DONE at Bucharest, on 9 August, one thousand nine hundred and forty-seven, in duplicate in the French language, one copy to be held by each Party.

For the Government of the Republic of Poland.

(Signed) T. FINDZINSKI

(Signed) M. WEGRZECKI

For the Government of the Kingdom of Roumania:

(Signed) PADURE

ANNEX

Paragraph 1

(a) The permit referred to in article 2 of the present Agreement shall be granted by the Government of the Republic of Poland to the air navigation undertaking designated by the Government of the Kingdom of Roumania for the purpose of operating the air lines set forth in the Schedule which forms part of the present Annex.

(b) The permit referred to in Article 2 of the present Agreement shall be granted by the Government of the Kingdom of Roumania to the air navigation undertaking designated by the Government of the Republic of Poland for the purpose of operating the air lines set forth in the Schedule which forms part of the present Annex.

Paragraph 2

(a) The air navigation undertaking designated by the Government of the Republic of Poland for the purpose of operating the air lines set forth in the Schedule which forms part of the present Annex shall be:

POLSKIE LINIE LOTNICZE "LOT"

(b) The air navigation undertaking designated by the Government of the Kingdom of Roumania for the purpose of operating the air lines set forth in the Schedule which forms part of the present Annex shall be:

SOCIETATEA ROMANO-SOVIETICA DE TRANSPORTURI AERIENE "TARS"

Paragraph 3

(a) For the purpose of operating the air lines set forth in the Schedule which forms part of the present Annex, the Roumanian air navigation undertaking "TARS" shall be granted the rights of embarking in Poland passengers, cargo and mail destined for the territory of Roumania or another State as well as the right of disembarking in Poland passengers, cargo and mail coming from Roumania or another State.

(b) For the purpose of operating the air lines set forth in the Schedule which forms part of the present Annex, the Polish air navigation enterprise "LOT" shall be granted the right of embarking in Roumania passengers, cargo and mail destined for the territory of Poland or another State as well as the right of disembarking in Roumania passengers, cargo and mail coming from Poland or another State.

Paragraph 4

The rates that shall be applied by the air navigation undertaking mentioned in the present Annex shall be established by the said enterprises by mutual agreement in respect of the air route from Poland to Roumania and *vice versa*, as well

as in respect of any other air routes that may be jointly operated by them. All the rates thus fixed shall be submitted for the approval of the civil aviation authorities of the two Contracting Parties.

Paragraph 5

The air navigation undertakings designated by the Contracting Parties shall conclude between them an agreement stipulating the technical, commercial and financial conditions that shall govern the air traffic on the lines enumerated in this Annex.

The settlement of moneys due in respect of the operation of the lines established by the present Agreement shall be effected by a clearing procedure with respect to the sums due for mutual services.

The method of settlement of any future balances shall be laid down in conformity with the general principles prescribed by the Polish-Roumanian Commercial Agreement in force, by an exchange of notes between the Ministers of Commerce and Industry of the two Contracting Parties.

The said Agreement shall be submitted for approval to the competent air authorities of the two Contracting Parties.

The air authorities are for the present: the General Civil Aviation Directorate in Roumania, and the Ministry of Communications, Department of Civil Aviation, in Poland.

The undertakings of the two Contracting Parties shall appoint each other to be their general agencies.

(Signed) T. FINDZINSKI

(Signed) M. WĘGRZECKI

(Signed) PADURE

SCHEDULE

- I. Route of the "LOT" enterprise
Warsaw—Bucharest and return,
either over the Hungarian and Czechoslovak territories or by a direct route.
- II. Route of the "TARS" enterprise
Bucharest—Warsaw and return,
either over the Hungarian and Czechoslovak territories or by a direct route.

(Signed) T. FINDZINSKI

(Signed) M. WĘGRZECKI

(Signed) PADURE