

No. 1569

**YUGOSLAVIA
and
ROMANIA**

**Air Transport Agreement (with annex). Signed at Belgrade,
on 30 June 1947**

Official text: French.

Registered by Yugoslavia on 27 November 1951.

**YOUGOSLAVIE
et
ROUMANIE**

**Accord relatif aux services aériens (avec annexe). Signé à
Belgrade, le 30 juin 1947**

Texte officiel français.

Enregistré par la Yougoslavie le 27 novembre 1951.

[TRANSLATION — TRADUCTION]

No. 1569. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE GOVERNMENT OF THE KINGDOM OF ROMANIA. SIGNED AT BELGRADE, ON 30 JUNE 1947

Article 1

The Contracting Parties grant each other the rights specified in the annex hereto for the establishment of the services enumerated in that annex. The services may be inaugurated immediately, or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 2

The airline designated by one of the Contracting Parties to operate the air routes specified in the annex may be required, before receiving permission to inaugurate the services referred to in the present agreement, to furnish the competent aviation authorities of the other Contracting Party, in accordance with the laws and regulations in force in that country, with full evidence of its qualifications and with regard to its commercial operation.

Article 3

Each Contracting Party undertakes to ensure to the airline designated by the other Contracting Party the use in its territory of the airports and auxiliary landing-grounds mentioned in the annex, and of installations and services for the safety of air navigation.

Article 4

(a) Each of the Contracting Parties agrees that the charges for the use of airports and other facilities imposed on the airline of the other Contracting Party shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in a similar service.

¹ Came into force on 31 July 1947 by the exchange of letters of confirmation at Belgrade, in accordance with article 16.

(b) Fuel, lubricating oils and spare parts, introduced into the territory of one Contracting Party by, or on behalf of, an airline designated by the other Contracting Party, and intended solely for use by aircraft of that airline, shall be accorded, with respect to customs duties, inspection fees or other national dues and charges, treatment as favourable as that applied to national airlines.

(c) If the airline of one Contracting Party is exempt from the charges mentioned in paragraphs (a) and (b), such charges to be paid by the airline of the other Contracting Party shall not be higher than the minimum charges paid by the airlines of other countries operating similar services.

(d) Aircraft operated by the designated airline of one Contracting Party on the air routes referred to in this agreement, as well as the fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar dues and charges, even though such supplies be used or consumed by such aircraft on flights over that territory.

Article 5

(a) The necessary quantity of spare parts for aircraft operated by the airline of one Contracting Party on the air routes specified in the annex to this agreement shall, when introduced into the territory of the other Contracting Party and as long as the material remains within that territory, be free of customs duties and similar duties and charges, provided that the total value of such spare parts, estimated according to the official price list, does not exceed 5 per cent of the value of one aircraft.

(b) Spare parts introduced by the airline of one Contracting Party into the territory of the other Contracting Party for the purpose of repairing or making airworthy one of its aircraft, shall likewise be free of customs duties and other similar charges.

Article 6

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services specified in the annex. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by a third State.

Article 7

(a) The laws and regulations of one Contracting Party relating to the entry into 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 apply to aircraft of the airline of the other Contracting Party.

(b) Passengers, crew and consignors of cargo must comply either personally or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew or cargo, such as those applicable to entry, departure, immigration, passports, customs and quarantine.

Article 8

Each Contracting Party reserves the right to withhold or to revoke an operating permit from an airline designated by the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or if the airline fails to comply with the laws and regulations referred to in article 7 or to fulfil the obligations imposed on it by the present agreement and the annex thereto, unless such data are supplied prior to or at the time of application for the permit.

Article 9

(a) Each Contracting Party undertakes to provide the same measure of assistance to aircraft of the airline designated by the other Contracting Party in distress within its territory as to its national aircraft.

(b) In the event of an accident to an aircraft of one Contracting Party occurring in the territory of the other Contracting Party resulting in death or serious injury, or indicating the existence of serious technical defects in the aircraft or in the air navigation facilities, the Contracting Party in whose territory the accident occurred shall institute an enquiry into the circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to appoint observers to attend the enquiry and the Contracting Party conducting the enquiry shall communicate the report and findings thereof to the other Party.

Article 10

Every aircraft of either Contracting Party, employed by the airline designated by that Contracting Party for services covered by this agreement shall carry the following documents :

- (a) certificate of registration;
- (b) certificate of airworthiness;
- (c) the appropriate licences for each member of the crew;
- (d) journey log book;
- (e) aircraft radio station licence;
- (f) a passenger list showing places of embarkation and destination;

- (g) manifest and detailed declaration of cargo;
- (h) where appropriate, a special licence for certain types of cargo.

Article 11

(a) The air crews employed in the operation of the air routes covered by this agreement shall in all cases be members of the staff of the airlines designated by the respective Contracting Party.

(b) The number of crews employed by the airlines of the two Contracting Parties for operating the air routes covered by this agreement shall not exceed five for each route. The airlines designated to operate the routes covered by this agreement shall submit through their competent aviation authorities to the aviation authorities of the other Contracting Party a list of the names of the members of the air crews employed by them for operating the air routes covered by this agreement.

Each Contracting Party reserves the right to refuse to accept one or more persons on the list submitted by the other Contracting Party.

Article 12

(a) Either Contracting Party may at any time request consultation with the other Contracting Party with a view to the incorporation in the present agreement of any amendments which experience may show to be desirable.

(b) If either of the Contracting Parties considers it desirable to amend any clause of the annex to this agreement, the competent aviation authorities of the two Contracting Parties may make such amendments by direct agreement between themselves.

(c) In the event of the two Contracting Parties ratifying or acceding to a multilateral aviation convention, the present agreement or the annex thereto shall be amended to conform to the provisions of such convention as soon as that convention shall have come into force between them.

Article 13

For the purposes of this agreement or of the annex thereto in the absence of any provision to the contrary, the term :

“ Competent aviation authority ” shall mean :

With respect to the Federal People's Republic of Yugoslavia : Glavna Uprava Civilnog Vazdusnog Saobracaja (Directorate General of Air Transport).

With respect to the Kingdom of Romania : Directia General Aviatiei Civile (Directorate General of Civil Aviation).

Article 14

The present agreement shall replace all previous Romanian-Yugoslav arrangements relating to air transport.

Article 15

Any dispute relating to the interpretation and application of the present agreement shall be settled by direct negotiation between the competent aviation authorities of the two Contracting Parties, or if they fail to reach agreement, through the diplomatic channel.

Article 16

The provisions of the present agreement shall be applied from the date of its signature.

The agreement shall come into force on the date of the exchange of letters of confirmation by the two Contracting Parties, which shall take place at Belgrade.

Each Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce the present agreement. Such denunciation shall take effect six months after the date on which the notification is received by the other Contracting Party, unless that period is reduced by agreement between the Parties.

IN FAITH WHEREOF, the undersigned, being duly authorized for the purpose have signed the present agreement on behalf of their respective Governments and have thereto affixed their seals.

DONE at Belgrade, on the thirtieth day of June, one thousand nine hundred and forty-seven, in duplicate, in the French language.

For the Government of the
Kingdom of Romania :

(Signed) PADURE

For the Government of the
Federal People's Republic
of Yugoslavia :

(Signed) Mladen F. SNELER

ANNEX

Section I

The Government of the Federal People's Republic of Yugoslavia grants the Government of the Kingdom of Romania the right to provide air transport services on the following routes, to be operated by a Romanian airline designated by it :

- (1) Bucharest-Belgrade
- (2) One other international route.

The airline designated by the Government of the Kingdom of Romania under the provisions of the agreement, shall enjoy in the Federal People's Republic of Yugoslavia, the following rights on the routes specified above :

In the case of the route mentioned in (1), the right to set down and pick up passengers, mail and cargo at the above-mentioned points.

In the case of the route mentioned in (2), the inauguration of the service shall be regulated by the competent aviation authorities of the two Contracting Parties.

Section II

The Government of the Kingdom of Romania grants the Government of the Federal People's Republic of Yugoslavia the right to provide air transport services on the following routes, to be operated by an airline designated by it :

- (1) Belgrade-Bucharest
- (2) Belgrade-Bucharest to USSR.

The airline designated by the Government of the Federal People's Republic of Yugoslavia under the provision of the agreement shall enjoy, in the Kingdom of Romania, the following rights on the routes specified above :

In the case of the route mentioned in (1), the right to set down and pick up passengers, mail and cargo at the above-mentioned points.

In the case of the route mentioned in (2), the right to fly over the territory of the Kingdom of Romania with a non-traffic stop at Bucharest, without the right to set down or pick up passengers, mail or cargo.

Section III

The airlines designated by the two Contracting Parties operating services on the same routes shall agree between themselves on the conditions on which the routes are to operate. Such agreement shall be subject to the approval of the respective competent aviation authorities.

Section IV

The airlines designated by the two Contracting Parties to operate the air routes mentioned in this annex shall agree on the rates to be applied on these routes and shall submit their agreement to the respective competent aviation authorities for approval.

If the airlines are unable to reach agreement on this matter, the procedure provided for in article 15 of this agreement shall be applied.

(Signed) PADURE

(Signed) Mladen F. SNELER