

No. 4970

**DENMARK
and
ROMANIA**

Civil Air Transport Agreement (with annexes and exchange of notes). Signed at Bucharest, on 25 June 1958

Official text: French.

Registered by Denmark on 3 December 1959.

**DANEMARK
et
ROUMANIE**

Accord relatif aux transports aériens civils (avec annexes et échange de notes). Signé à Bucarest, le 25 juin 1958

Texte officiel français.

Enregistré par le Danemark le 3 décembre 1959.

[TRANSLATION — TRADUCTION]

No. 4970. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN
THE ROYAL GOVERNMENT OF DENMARK AND THE
GOVERNMENT OF THE ROMANIAN PEOPLE'S RE-
PUBLIC. SIGNED AT BUCHAREST, ON 25 JUNE 1958

The Royal Government of Denmark and the Government of the Romanian People's Republic (hereinafter referred to as the Contracting Parties), desiring to regulate mutual relations in the field of civil aviation and to promote the development of air services between the two countries, have agreed on the following provisions :

Article I

The two Contracting Parties grant each other the rights specified in annex I² to this Agreement, necessary for the establishment and operation of the air services shown in the said annex.

Article II

1. The air services shown in annex I to this Agreement may be inaugurated as soon as the Contracting Party to which the rights referred to in article I are granted has designated an airline for this purpose and as soon as the Contracting Party granting the rights has issued to the airline the appropriate operating permit.

2. Subject to the provisions of paragraph 4 of this article, each Contracting Party shall as soon as possible issue the requisite operating permit to the airline designated by the other Contracting Party.

3. The aeronautical authority of either Contracting Party may, before authorizing the airline designated by the other Contracting Party to inaugurate the air services shown in annex I, require the said airline to prove that it is qualified to fulfil the conditions prescribed by the laws and regulations normally applied to the operation of international air services.

4. Each Contracting Party reserves the right to withhold an operating permit from the airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that preponderant ownership

¹ Came into force on 29 August 1959, the day of the exchange of notes signifying completion of formalities of ratification or approval of the Agreement, in accordance with article XVI.

² See p. 243 of this volume.

and effective control of such airline are vested in the other Contracting Party or in nationals or corporate bodies of that Party, or in case of failure by such airline to comply with the laws and regulations referred to in article IX.

Unless revocation of the permit is essential to prevent further infringements, this right shall be exercised only after consultation with the other Contracting Party.

Article III

1. Each Contracting Party shall prescribe the routes to be followed over its territory by aircraft of the airline designated by the other Contracting Party in operating the services specified in annex I. The routes to be followed by aircraft shall be those laid down for international traffic.

2. Questions relating to the safety and technical operation of flights shall be regulated in annex II¹ to this Agreement and shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties.

Article IV

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 V

1. Aircraft making flights in accordance with article I of 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. Spare parts, fuel and lubricating oils necessary for the performance and safety of flights made in accordance with article I of this Agreement and tools intended to complete the equipment of the aircraft 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 but may not be transferred, in that territory, to third parties. Fuel, lubricants and spare parts may be

¹ See p. 245 of this volume.

stored at the airports served by each of the designated airlines for the purposes of the flights provided for in article I of this Agreement.

3. The aforesaid supplies shall, in the territory of the other Contracting Party, be kept under customs supervision.

Article VI

The tariffs to be applied by the designated airlines shall be fixed by agreement as regards such sections of the air routes enumerated in annex I to this Agreement as may be operated jointly by the airlines of both Contracting Parties. The said agreement shall so far as possible be concluded in accordance with the rate-fixing procedure established by the International Air Transport Association (IATA). The tariffs so fixed shall be subject to approval by the aeronautical authorities of both Contracting Parties.

Article VII

Aircraft of the designated airlines shall, on flights over the territory of the other Contracting Party, bear the nationality and registration marks of their countries prescribed for international air navigation and carry certificates of registration, certificates of airworthiness and a licence for the aircraft's radio station. Moreover, the competent authorities of each Contracting Party shall prescribe such additional aircraft documents as their aircraft operated in international traffic shall be required to carry, and shall notify the competent authorities of the other Contracting Party thereof. Pilots in command of aircraft and other members of the crew shall be in possession of the prescribed certificates of competency and licences.

Article VIII

For the purpose of operating the air services specified in annex I to this Agreement, each Contracting Party shall recognize as valid certificates of competency, licences and certificates of airworthiness issued or rendered valid by the other Contracting Party.

Article IX

1. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or to the operation, navigation and piloting of such aircraft within its territory shall also apply to aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews and cargo shall apply to the passengers, crews and cargo of aircraft belonging to the airline designated by the other Contracting Party. The foregoing shall apply to the provisions respecting importation, exportation, immigration, customs and health measures.

Article X

In the event of a forced landing by, damage to or a disaster involving an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the accident occurs shall immediately notify the other Contracting Party thereof, take the necessary action to investigate the causes of the accident and, at the request of the other Contracting Party, grant representatives of that Party free access to its territory for the purpose of attending as observers the inquiry into the accident. It shall likewise take immediate action to assist the crew and passengers injured in the accident and to protect the mail, baggage and cargo on board the aircraft. The Party conducting the inquiry shall report the findings thereof to the other Contracting Party and, if the other Contracting Party so desires, hand over to it all relevant material.

Article XI

Each of the designated airlines shall be entitled to maintain in the territory of the other Contracting Party such technical and commercial personnel as is necessary for operation of the air services provided for in article I of this Agreement. The aeronautical authorities shall agree on the number of persons to be employed for this purpose.

Article XII

Questions relating to the settlement of accounts shall be regulated by special contracts between the airlines of the Contracting Parties, concluded in accordance with the payments agreements in force between the Contracting Parties, or, if there are no such agreements, shall be dealt with in accordance with the exchange regulations in force in the territories of the Contracting Parties. The Contracting Parties shall do everything in their power to facilitate the transfer of the funds involved.

Article XIII

For the purpose of this Agreement and its annexes :

(a) The expression " aeronautical authority " means :

In the case of Denmark, " the Ministry of Public Works " or any authority authorized to perform the functions for which the said Ministry is at present responsible;

In the case of the Romanian People's Republic " the Ministry of Transport and Telecommunications, Department of Road, Sea and Air Transport " or any authority authorized to perform the functions for which the said Department is at present responsible.

(b) The expression " designated airline " means : the airline which the aeronautical authority of one Contracting Party shall have designated in a notice in writing to the aeronautical authority of the other Contracting Party as the airline which it intends to designate under articles I and II of this Agreement for the operation of the air services specified in the same notice.

Article XIV

1. Either Contracting Party may at any time propose to the other Contracting Party any modification of this Agreement which it considers desirable. A consultation between the Contracting Parties on the proposed modification shall take place within sixty days from the date of the request therefor by either Party.

2. Should either Contracting Party consider it desirable to modify one of the annexes to this Agreement, the aeronautical authorities of the two Contracting Parties may agree to make such modification.

3. Any modification of this Agreement or its annexes under paragraphs 1 and 2 of this article shall come into effect after it has been confirmed by an exchange of notes between the Contracting Parties.

Article XV

1. In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time in order to satisfy themselves that the principles laid down in this Agreement and its annexes are being applied and observed in a satisfactory manner.

2. Any dispute relating to the interpretation or application of this Agreement or its annexes shall be settled by direct negotiation between the competent aeronautical authorities. If agreement cannot be reached by negotiation, a settlement shall be sought through the diplomatic channel.

Article XVI

The terms of this Agreement and its annexes shall be applied provisionally from the date of signature.

The Agreement shall enter into force definitively on the date on which the Contracting Parties advise each other, by an exchange of notes, that they have completed the formalities of ratification or approval in accordance with their respective constitutional rules.

This Agreement may be denounced by either Contracting Party and shall terminate twelve months after the date on which notice of such denunciation is received by the other Contracting Party.

IN WITNESS WHEREOF the undersigned, having been duly authorized for the purpose, have signed this Agreement.

DONE at Bucharest, on 25 June 1958, in duplicate in the French language.

For the Royal Government of Denmark :

Niels HAUGSTED

For the Government of the Romanian People's Republic :

V. STÎNGACIU

ANNEX I

A

The airlines designated by one Contracting Party shall enjoy, in the territory of the other Contracting Party, the right of transit and the right to make technical stops; they may also use airports and other aeronautical facilities provided for international traffic. They shall also enjoy, in the territory of the other Contracting Party, the right to pick up and set down international traffic in passengers, baggage, mail and cargo in accordance with the terms of this Agreement.¹

B

The designated airlines shall be authorized to operate on the following air routes :

(a) For the airline designated by Denmark :

- From points in Denmark—via intermediate stops to points in Romania, in both directions;
- From points in Denmark—via intermediate stops to points in Romania and beyond, in both directions;

(b) For the airline designated by the Romanian People's Republic :

- From points in Romania—via intermediate stops to points in Denmark, in both directions;
- From points in Romania—via intermediate stops to points in Denmark and beyond, in both directions.

¹ See p. 233 of this volume.

ANNEX II

A

The Contracting Parties undertake to organize the exchange of information between the services responsible for matters relating to flight safety (in Denmark—the Air Traffic Control Service of the Directorate of Civil Aviation; in the Romanian People's Republic—the Air Navigation Service of the Directorate General of Civil Aviation) in order to ensure the safety and regularity of the air services provided for in this Agreement. This provision applies, in particular, to the transmission of air traffic control service messages (flight plan; aeronautical information service—NOTAM; meteorological service).

B

The following provisions in particular shall form a compulsory feature of the flight safety service in the territories of the Contracting Parties, which by virtue of article IX of this Agreement shall be provided in accordance with national regulations :

(a) Preparation for flights

Before departure, crews shall be provided with oral and written information regarding weather conditions over the whole route. Crews shall be provided with information on the condition of airports and on all navigational aids necessary for making the flight. A flight plan shall be prepared by the pilot in command of the aircraft. No aircraft shall be allowed to take off until the said plan has been approved by the competent air traffic control centre.

(b) Conduct of flights

Each flight shall be carried out in accordance with the terms of the flight plan. No departure from the flight plan may be made without the approval of the competent area control centre, except in extraordinary circumstances requiring immediate action. Aircraft shall obey the instructions of the competent air traffic control centre.

Aircraft shall maintain a continuous listening watch on the transmitting frequency of the competent area radio station. They shall likewise be prepared to transmit on the said station's receiving frequency. The Contracting Parties agree that air-ground communication shall if possible be effected by radiotelephony, using ultra high frequencies. The English language shall be used for such communication.

If communication cannot be maintained by radiotelephony, radiotelegraphy shall be used in accordance with the international Q Code.

Aircraft shall transmit position reports at prearranged points.

All information concerning ground services and, in particular, concerning the navigational aids necessary for flight safety shall be taken, in respect of Danish territory, from AIP-Denmark and NOTAM and, in respect of Romanian territory, from AIP-Romania and NOTAM.

The designated airlines shall advise the authorities responsible for flight safety of the minimum weather conditions for landings at the airport. In the absence of a standard procedure for landing at the airport, they shall also advise the said authorities of the

procedure for landing their aircraft in low visibility conditions. Where a standard landing procedure exists it shall be used if possible.

C

On the air routes shown in annex I, section B, non-scheduled flights shall not be made without advance notice, which shall be given by the airline concerned to the competent aeronautical authority not less than twenty-four hours before the departure of the aircraft.

EXCHANGE OF NOTES

I

Bucharest, 25 June 1958

Sir,

With reference to the Civil Air Transport Agreement between the Royal Government of Denmark and the Government of the Romanian People's Republic, signed on 25 June 1958,¹ I have the honour to inform you that, in accordance with article II of that Agreement, the Danish Government has designated Det Danske Luftfartselskab (DDL) to operate the routes specified in annex I² to that Agreement.

In this connexion, I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

1. Det Danske Luftfartselskab (DDL) co-operating with A.B. Aero-transport (ABA) and Det Norske Luftfartselskab (DNL) under the designation of Scandinavian Airlines System (SAS), shall be authorized to operate the services assigned to it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

2. In so far as Det Danske Luftfartselskab (DDL) employs aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefor.

¹ See p. 233 of this volume.

² See p. 243 of this volume.

3. The term “ third parties ” used in article V, paragraphs 1 and 2, of the Agreement shall not be taken as meaning the airlines bound by “ technical pool ” contracts regarding the joint use of fuels, lubricating oils, equipment, spare parts, supplies and tools.

I have the honour to be, etc.

Niels HAUGSTED

Mr. Vladimir Stîngaciu
Director General of Civil Aviation

II

Bucharest, 25 June 1958

Sir,

With reference to the Civil Air Transport Agreement between the Government of the Romanian People's Republic and the Royal Government of Denmark, signed on 25 June 1958, I have the honour to inform you that, in accordance with article II of that Agreement, the Romanian Government has designated “ Transporturile Aeriene Romîne ” (TAROM) to operate the routes specified in annex I to that Agreement.

At the same time I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

[*See note I*]

I have the honour to be, etc.

V. STÎNGACIU

Mr. Niels Helmer Haugsted
Chargé d'Affaires ad interim of Denmark
at Bucharest