

No. 5189

**ROMANIA
and
YUGOSLAVIA**

**Agreement (with annex) concerning air services. Signed at
Belgrade, on 1 February 1956**

Official texts: Romanian and Serbo-Croat.

Registered by Romania on 23 June 1960.

**ROUMANIE
et
YOUGOSLAVIE**

**Accord (avec annexe) relatif aux services aériens. Signé à
Belgrade, le 1^{er} février 1956**

Textes officiels roumain et serbo-croate.

Enregistré par la Roumanie le 23 juin 1960.

[TRANSLATION — TRADUCTION]

No. 5189. AGREEMENT¹ BETWEEN THE ROMANIAN PEOPLE'S REPUBLIC AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA CONCERNING AIR SERVICES, SIGNED AT BELGRADE, ON 1 FEBRUARY 1956

The Government of the Romanian People's Republic and the Government of the Federal People's Republic of Yugoslavia, hereinafter referred to as "the Contracting Parties",

Desiring to develop the relations between the two countries,

Have decided to establish scheduled air services between their respective territories

And have for this purpose appointed their plenipotentiaries who, having been duly authorized, have agreed as follows :

Article 1

The Contracting Parties grant each other, on a basis of strict reciprocity, the rights specified in the annex² hereto for the purpose of establishing the scheduled air services enumerated therein. The said services may be operated by both or either of the designated airlines of the Contracting Parties.

Article 2

(a) The said services may be inaugurated as soon as the designated airline of one Contracting Party has obtained from the aeronautical authority of the other Contracting Party a permit to operate the agreed services. The said authorities shall issue the requisite permit without delay.

(b) Nevertheless, the designated airline may be required, before being authorized to operate the agreed services and in so far as may be necessary to the operation of the scheduled air services specified in the annex, to satisfy the aeronautical authority competent to issue the operating permit that the conditions prescribed under the laws and regulations normally applied to scheduled international air services are fulfilled.

¹ Came into force on 3 August 1956, after the exchange of notices of approval by the two Governments, in accordance with article 16. The Romanian Government communicated its approval on 23 April 1956 and the Yugoslav Government on 3 August 1956.

² See p. 228 of this volume.

Article 3

Each Contracting Party shall prescribe for its own territory the flight routes for the operation of the agreed services, with due regard, so far as possible, to economy of operation.

The aeronautical authorities of the Contracting Parties shall prescribe by agreement the air corridor at the common frontier.

Article 4

(a) The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or the operation of such aircraft on and over that territory, and concerning liability for any damage caused to third parties thereby, shall apply to aircraft of the designated airline of the other Contracting Party.

(b) The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of passengers, crews, baggage, mail and cargo, as well as those relating to the various control procedures, including currency, immigration, passports, customs and quarantine, shall apply to the passengers, crews, baggage, mail and cargo carried on board the aircraft of the designated airline of the other Contracting Party while within that territory.

Article 5

In order to ensure the safety of flights made under this Agreement, the aeronautical authorities of each Contracting Party shall so far as possible place at the disposal of the aircraft of the designated airline of the other Contracting Party such airports, technical installations, communication and lighting facilities and meteorological services as may be necessary for the efficient operation of the agreed services. The said authorities shall exchange data on these facilities and full information concerning the main airports and auxiliary landing grounds situated on the air routes specified in the annex.

Article 6

(a) Aircraft belonging to the designated airlines of the Contracting Parties and employed on the agreed services, as well as members of their crews, who must be nationals of the Romanian People's Republic or of the Federal People's Republic of Yugoslavia as the case may be, shall carry valid documents as follows :

- Certificate of registration;
- Certificate of airworthiness;

- Appropriate licences for each member of the crew;
 - Journey log book;
 - Aircraft radio station licence;
 - Passenger list;
 - Manifest and appropriate declarations of cargo and mail statements; and,
- If required, a special permit to carry certain types of cargo by air.

(b) The Contracting Parties agree that such of the aforesaid documents as may be issued or rendered valid by either Contracting Party for the purpose of operating the agreed services shall be recognized by the other Contracting Party.

Article 7

(a) The sums payable by the designated airline of either Contracting Party for the use of airports and other technical installations in the territory of the other Contracting Party shall be prescribed by the national regulations applicable to foreign aircraft.

(b) Fuel and lubricating oils taken on board in the territory of either Contracting Party solely for use by aircraft belonging to the designated airline of the other Contracting Party and employed on the agreed services shall be accorded in that territory, subject to reciprocity, treatment as favourable as that granted in that territory to foreign aircraft with respect to customs duties and other national duties and charges.

(c) Such spare parts and engines, instruments and other materials as are needed to operate the air services enumerated in the annex may be imported into the territory of either Contracting Party by the designated airline of the other Contracting Party and shall be exempt in that territory from customs duties and other national duties and charges. They may be re-exported to the country to which the airline belongs but may not be disposed of in the said territory.

So long as the above-mentioned materials remain in the territory of the other Contracting Party, they shall be subject to supervision by the customs authorities.

(d) Aircraft employed by the designated airline of either Contracting Party in operating the agreed services and fuel, lubricating oils, spare parts, normal equipment and stores carried on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other national duties and charges, even though, within the limits essential for operation of the said services, they are used while within that territory, provided, however, that they are not disposed of.

Article 8

(a) Tariffs shall be fixed at reasonable levels, due regard being paid to economy of operation, reasonable profit and the characteristics of the agreed

services, in such a manner as to avoid any undesirable competition. In fixing these tariffs, account shall also be taken of the principles governing international air services in the matter.

(b) The designated airline of each Contracting Party shall submit to the aeronautical authority of the other Contracting Party its time-tables, for approval, and its tariffs, for information, at least one month before they are put into effect. This provision shall also apply to any alteration in existing time-tables and tariffs.

Article 9

Transport for remuneration from one point to another in the territory of either Contracting Party (cabotage) shall remain reserved exclusively to the national airline, whatever the ultimate origin or destination of the passengers, baggage, mail and cargo.

Article 10

(a) Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party which are employed in operating the agreed services, and which are in distress, as it would to its own aircraft operating similar international services. This undertaking shall cover in like measure searches for missing aircraft.

(b) In the event of such an aircraft being involved in an accident resulting in the death of, or serious injury to, any person or persons on board the aircraft or on the ground, or appreciable loss of property belonging to the State or to nationals thereof, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the cause and circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend the inquiry. The Contracting Party conducting the inquiry shall report the results and findings thereof to the other Contracting Party.

Article 11

(a) If either Contracting Party considers it desirable to modify any clause of this Agreement, it may at any time request, through the diplomatic channel, negotiations on the matter between the aeronautical authorities. Such negotiations shall begin not later than sixty days after the date of the request. If the said authorities agree on the modifications to be made, the latter shall enter into force only after each Contracting Party has notified the other Contracting Party of the ratification or approval of such modifications in accordance with its constitutional procedures.

(b) If the aeronautical authority of either Contracting Party considers it necessary to modify or add to any clause of the annex, it may at any time request negotiations with the aeronautical authority of the other Contracting Party.

Such negotiations shall take place within sixty days from the date of the request. If the said authorities agree on the proposed modifications and additions, the latter shall be adopted by means of a document in writing which shall also fix the date of its entry into effect. Such document may not depart from the principles laid down by this Agreement.

(c) In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time for the purpose of exchanging experience gained in the field of air transport and with regard to the execution of this Agreement and the annex hereto.

Article 12

In this Agreement and the annex hereto :

The expression " air service " means a scheduled air service performed by aircraft for the public transport of passengers, baggage, mail and cargo.

The expression " international air service " means any air service which passes through the air space over the territory of more than one State.

The expression " designated airline " means an airline which one Contracting Party has designated for the operation of the agreed services.

The expression " aeronautical authority " means :

In the case of the Romanian People's Republic : Direcția Generală a Flotei Aeriene Civile;

In the case of the Federal People's Republic of Yugoslavia : Uprava Civilnog Vazduhoplovstva.

Article 13

The aeronautical authorities of the Contracting Parties shall endeavour to settle by direct negotiation any dispute which may arise in connexion with the interpretation or application of this Agreement and the annex hereto.

If the dispute cannot be settled within a period of sixty days, the Contracting Parties shall proceed to settle it through the diplomatic channel.

Article 14

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement.

In such event, the Agreement shall terminate twelve months after the date of receipt of such notice by one of the Contracting Parties unless the notice is withdrawn by agreement before the expiry of that period.

Article 15

This Agreement supersedes all agreements concerning air transport previously concluded between the two countries.

Article 16

This Agreement shall enter into force on the date on which the Contracting Parties notify each other by an exchange of notes, which shall take place at Bucharest as soon as possible, that they have completed its ratification or approval in accordance with their respective constitutional procedures.

Nevertheless, it may be applied provisionally with effect from the date of signature.

IN WITNESS WHEREOF the plenipotentiaries, duly authorized by their respective Governments, have signed this Agreement, done in duplicate in the Romanian and Serbo-Croat languages, both texts being equally authentic, and have thereto affixed their seals.

DONE at Belgrade, on 1 February 1956.

For the Government
of the Romanian People's
Republic :
Gh. VADUVA

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

A N N E X

I

The Government of the Romanian People's Republic designates for the operation of the agreed scheduled air services the airline :

Transporturi Aeriene Romîne "TAROM".

The Government of the Federal People's Republic of Yugoslavia designates for the operation of the agreed scheduled air services the airline :

Jugoslovenski Aerotransport " JAT ".

II

The airline Transporturi Aeriene Romîne " TAROM " may operate scheduled air services on the route :

Bucharest – Belgrade, in both directions.

The airline Jugoslovenski Aerotransport " JAT " may operate scheduled air services on the route :

Belgrade – Bucharest, in both directions.

III

During the operation of the said services, the airline Transporturi Aeriene Romîne " TAROM " shall have the right to set down in Yugoslav territory passengers, baggage,

mail and cargo picked up in Romanian territory or in the territory of any other country and to pick up in Yugoslav territory passengers, baggage, mail and cargo destined for Romanian territory or for the territory of any other country.

During the operation of the said services, the airline Jugoslovenski Aerotransport "JAT" shall have the right to set down in Romanian territory passengers, baggage, mail and cargo picked up in Yugoslav territory or in the territory of any other country and to pick up in Romanian territory passengers, baggage, mail and cargo destined for Yugoslav territory or for the territory of any other country.

IV

The airline Transporturi Aeriene Române "TAROM" and the airline Jugoslovenski Aerotransport "JAT" shall conclude, by direct negotiation, the usual agreements for the settlement of commercial, administrative and technical questions relating to the air services.

V

In order to maintain a permanent link between the airline Transporturi Aeriene Române "TAROM" and the airline Jugoslovenski Aerotransport "JAT", the Contracting Parties grant to the said airlines on the basis of reciprocity the right to maintain one employee each at Belgrade and Bucharest respectively. Each such employee must be a national of one of the Contracting Parties.

Gh. V.

B. J.