

**No. 5041**

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**AUSTRIA  
and  
ROMANIA**

**Civil Air Transport Agreement (with annexes). Signed at  
Vienna, on 10 July 1958**

*Official text: French.*

*Registered by the International Civil Aviation Organization on 11 March 1960.*

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**AUTRICHE  
et  
ROUMANIE**

**Accord relatif aux transports aériens civils (avec annexes).  
Signé à Vienne, le 10 juillet 1958**

*Texte officiel français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 11 mars 1960.*

[TRANSLATION — TRADUCTION]

No. 5041. CIVIL AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE ROMANIAN PEOPLE'S REPUBLIC. SIGNED AT VIENNA, ON 10 JULY 1958

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The Austrian Federal Government 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 I<sup>2</sup> 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 one or more airlines for this purpose and as soon as the Contracting Party granting the rights has issued to the designated airline or airlines appropriate operating permit.

2. Subject to the provisions of paragraph 3 of this article, each Contracting Party shall issue the requisite operating permit forthwith to the airline or airlines designated by the other Contracting Party.

3. The aeronautical authorities of either Contracting Party may, before authorizing an 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.

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<sup>1</sup> Came into force on 10 July 1958, the date of signature, in accordance with article XVI.

<sup>2</sup> See p. 167 of this volume.

4. Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that preponderant ownership and effective control of such airline are vested in the other Contracting Party or in nationals or corporate bodies of that Contracting 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*

Questions relating to the safety and technical operation of flights shall be regulated in annex II<sup>1</sup> 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. In accordance with the laws and regulations of each Contracting Party, fuel, lubricants and spare parts may be stored at the aerodromes

<sup>1</sup> See p. 167 of this volume.

served by each of the designated airlines for the purpose of the flights provided for in annex I to 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. Such 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 agencies 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 agencies 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 or airlines designated by the other Contracting Party.

2. Passengers, crews and consignors of cargo shall be required to 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, crews and cargo. The foregoing shall apply in particular to the provisions respecting importation, exportation, immigration, customs and health requirements.

#### *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 involved 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 the records of the inquiry.

#### *Article XI*

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 the operation of the air services provided for in annex I to this Agreement. They shall agree on the number of persons to be employed for this purpose. In addition, the designated airlines shall be entitled to establish a sales agency in the capital of the other Contracting Party.

#### *Article XII*

For the purposes of this Agreement and its annexes :

(a) The expression "aeronautical authority" means :

In the case of the Republic of Austria, the Federal Ministry of Transport and Electricity Supply and the Federal Civil Aviation Office or any agency authorized to perform the functions for which those authorities are at present responsible ;

In the case of the Romanian People's Republic, the Ministry of Transport and Telecommunications or any agency authorized to perform the functions for which the said Ministry is at present responsible ;

(b) The expression "designated airline" means : any airline which either Contracting Party shall have designated in a notice in writing to the other Contracting Party under article II of this Agreement for the operation of the air services mentioned in the same notice.

#### *Article XIII*

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.

#### *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. The 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*

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 direct negotiation, a settlement shall be sought through the diplomatic channel between the Contracting Parties.

#### *Article XVI*

This Agreement shall enter into force on the date of its signature. It 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 by their respective Governments, have signed this Agreement.

DONE at Vienna, on 10 July 1958, in duplicate in the French language.

For the Austrian Federal Government :

Leopold FIGL

For the Government of the Romanian People's Republic :

Constantin NICUTA

#### A N N E X 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 air traffic. They shall also enjoy, in the territory of the other Contracting Party, the right to pick up and set down passengers, mail and cargo destined for or originating in their own or any other country, excluding, however, any right of cabotage in the said territory.

##### B

The designated airlines shall be authorized to operate scheduled air services on the air routes specified hereunder :

(a) For the airline or airlines designated by the Romanian Party :

Points in Romania – via intermediate stops – to points in Austria, in both directions.

Points in Romania – via intermediate stops – to points in Austria and beyond, in both directions.

(b) For the airline or airlines designated by the Austrian Party :

Points in Austria – via intermediate stops – to points in Romania, in both directions.

Points in Austria – via intermediate stops – to points in Romania and beyond, in both directions.

#### A N N E X II

##### A

The Contracting Parties undertake to organize an exchange of information between the services responsible for matters relating to flight safety (in Austria—the Federal Civil Aviation Office; in Romania—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 aid 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 depart until this 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 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-short waves. The English language shall be used for such communication. If, for exceptional and unforeseen reasons, communication cannot be maintained by radiotelephony, radiotelegraphy shall be used in accordance with the international Q Code.

Aircraft shall transmit their 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 Austrian territory, from AIP-Austria and NOTAMS and, in respect of Romanian territory, from AIP-Romania and NOTAMS.

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 above-mentioned authorities of the procedure to be used for landing their aircraft in low visibility conditions. Where a standard landing procedure exists it shall be used if possible.



## C

For the purpose of transmitting the information required for the preparation and conduct of flights, the aeronautical authorities of the two Contracting Parties shall establish a telecommunication link between Vienna and Bucharest airports.

## D

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.

