

**No. 5834**

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**ROMANIA  
and  
UNITED ARAB REPUBLIC**

**Civil Air Transport Agreement (with annex). Signed at  
Cairo, on 14 August 1958**

*Official texts: Romanian, Arabic and French.*

*Registered by Romania on 25 August 1961.*

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**ROUMANIE  
et  
RÉPUBLIQUE ARABE UNIE**

**Accord relatif aux transports aériens civils (avec annexe).  
Signé au Caire, le 14 août 1958**

*Textes officiels roumain, arabe et français.*

*Enregistré par la Roumanie le 25 août 1961.*

[TRANSLATION — TRADUCTION]

No. 5834. CIVIL AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE ROMANIAN PEOPLE'S REPUBLIC AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC. SIGNED AT CAIRO, ON 14 AUGUST 1958

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The Government of the Romanian People's Republic and the Government of the United Arab 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*

1. For the purposes of this Agreement and its annex :<sup>2</sup>

(a) The expression "aeronautical authority" means

—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 ;

—In the case of the United Arab Republic, the Department of Civil Aviation or any agency authorized to perform the functions for which the said Department is at present responsible ;

(b) The expression "designated airline" means any airline which the aeronautical authority of one Contracting Party has designated in writing to the aeronautical authority of the other Contracting Party for the operation of the agreed services ;

(c) The expression "agreed services" means the scheduled air services agreed on by the designated airlines and approved by the aeronautical authorities of the two Contracting Parties ;

(d) The expression "specified routes" means the air routes specified in the annex to this Agreement.

2. The annex to this Agreement shall be deemed to constitute an integral part thereof and all reference to the Agreement shall include reference to the annex, except where otherwise provided.

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<sup>1</sup> Came into force on 23 December 1958 by an exchange of notes, in accordance with article XIX.

<sup>2</sup> See p. 222 of this volume.

*Article II*

The two Contracting Parties grant each other the rights specified in this Agreement for the purpose of establishing and operating the agreed services on the specified routes.

*Article III*

The agreed services may be inaugurated as soon as :

(a) The Contracting Party to which the rights referred to in article II are granted has designated an airline for this purpose and as soon as the Contracting Party granting the rights has issued to the said airline the appropriate operating permit.

(b) Subject to the provisions of paragraph (d) of this article, each Contracting Party shall without unjustified delay issue the requisite operating permit to the airline designated by the other Contracting Party.

(c) The aeronautical authority of either Contracting Party may, before authorizing the airline designated by the other Contracting Party to inaugurate the agreed services, 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.

(d) 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 substantial 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 XII.

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 IV*

Subject to the provisions of articles V and VI, each Contracting Party grants to the airline designated by the other Contracting Party, for the purpose of operating the agreed services, the right to pick up and set down in its territory, and at the traffic stops specified in the annex, international traffic destined for or coming from the territory of the other Contracting Party or of third countries, excluding, however, any right of cabotage in the territory of the first-mentioned Contracting Party.

*Article V*

1. The airline designated by each Contracting Party shall receive fair and equitable treatment for the purpose of operating the agreed services.

2. The agreed services of each Contracting Party shall have as their primary objective the provision of transport capacity adapted to the normal and reasonably foreseeable requirements of air traffic between the territory of the Contracting Party which has designated the operating airline and the countries of ultimate destination of the traffic.

3. The transport capacity to be provided by each of the designated airlines on the specified routes shall be determined by direct agreement between the designated airlines, subject to approval by the aeronautical authorities of the two Contracting Parties.

#### *Article VI*

The rights granted may not be improperly exercised by the airline designated by either Contracting Party to the detriment or disadvantage of any airline of the other Contracting Party operating scheduled services on all or part of the same route.

#### *Article VII*

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 VIII*

1. Aircraft making flights in accordance with article II 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, inspection fees 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. Fuel and lubricating oils taken on board aircraft of the airline designated by either Contracting Party shall be exempt, subject to the customs regulations in force in the territory of the other Contracting Party, from customs duties, inspection fees and other national and local duties and charges imposed by the latter Contracting Party, even though such stores are partly consumed between two points situated in the territory of the Contracting Party granting the exemption.

3. Spare parts, fuel and lubricating oils necessary for the performance and safety of flights made in accordance with article II 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 ter-

ritory, to third parties. Fuel, lubricants and spare parts may be stored at the airports served by each of the designated airlines for the purpose of the flights provided for in article II of this Agreement.

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

#### *Article IX*

The tariffs to be applied by the designated airlines shall be fixed by agreement as regards such sections of the specified routes 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 X*

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 employed 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 XI*

For the purpose of operating the agreed services, 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 XII*

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. 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 measures.

#### *Article XIII*

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 occurred 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 the records of the inquiry.

#### *Article XIV*

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such technical and commercial personnel as may be needed to operate the agreed services. They shall agree on the number of persons to be employed for this purpose.

#### *Article XV*

1. Either Contracting Party may at any time propose to the other Contracting Party, through the diplomatic channel, any modification of this Agreement which it considers desirable; negotiations between the aeronautical authorities of the two Contracting Parties on the proposed modification shall begin within sixty days from the date of the request therefor by either Contracting Party. If the said authorities agree on the modification to be made to this Agreement, such modification shall take effect after each Contracting Party has notified the other Contracting Party of the ratification or approval thereof in accordance with its constitutional procedures.

2. Should either Contracting Party consider it necessary to modify any provision of the annex to this Agreement, it may initiate direct negotiations with the aeronautical authority of the other Contracting Party. Such negotiations shall take place within sixty days from the date of the request therefor. Any modification agreed upon between the said authorities shall take effect after it has been confirmed by an exchange of notes through the diplomatic channel.

*Article XVI*

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 are being applied and observed in a satisfactory manner.

*Article XVII*

The aeronautical authorities of the two Contracting Parties shall endeavour to settle by direct negotiation any dispute relating to the interpretation or application of this Agreement and its annex ; if such negotiation fails, they shall seek a settlement through the diplomatic channel within a period of sixty days.

*Article XVIII*

1. Each of the two Contracting Parties shall require its designated airlines to communicate to the aeronautical authorities of the other Contracting Party, as far in advance as possible, its proposed flight schedules and tariffs as well as other information concerning the operation of the agreed services.

2. Each of the two Contracting Parties shall require its designated airlines to communicate regularly to the aeronautical authorities of the other Contracting Party traffic statistics on the agreed services.

*Article XIX*

The terms of this Agreement 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 procedures.

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, unless the notice is withdrawn by agreement before the expiry of this period.

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

DONE at Cairo on 14 August 1958, in duplicate in the Romanian, Arabic and French languages, all three texts being equally authentic.

For the Government  
of the Romanian People's Republic :  
Constantin STANESCU

For the Government  
of the United Arab Republic :  
Hussein AZIZ

## ANNEX

## A

1. The airline designated by the Government of the Romanian People's Republic shall have the right to operate air services on the routes specified hereunder :

Bucharest – Cairo, in both directions, via intermediate points and to points beyond which shall, in both cases, be established later by agreement between the aeronautical authorities of the two Contracting Parties.

2. The airline designated by the Government of the United Arab Republic shall have the right to operate air services on the routes specified hereunder :

Cairo – Bucharest, in both directions, via intermediate points and to points beyond which shall, in both cases, be established later by agreement between the aeronautical authorities of the two Contracting Parties.

## B

The airlines designated by the two Contracting Parties may, on any or all flights, omit a stop at any point on the specified routes, provided that the agreed services begin at a point in the territory of the Contracting Party which designated the airline.

However, the airline designated by either Contracting Party shall regard as its primary objective the satisfaction of the traffic requirements of the other Contracting Party on the specified routes.

## C

Special permits shall be required for special flights operated by the designated airlines.

## D

Where the airline designated by either Contracting Party does not provide its own traffic services through its own offices and personnel in the territory of the other Contracting Party, the latter may request it to entrust such services as reservations, handling and ground services to an agency approved by the aeronautical authority and having the nationality of the latter Contracting Party.

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