

**No. 7279**

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**FRANCE  
and  
ROMANIA**

**Air Transport Agreement (with annexes). Signed at Bucharest, on 18 May 1962**

*Official texts: French and Romanian.*

*Registered by the International Civil Aviation Organization on 8 June 1964.*

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**FRANCE  
et  
ROUMANIE**

**Accord (avec annexes) relatif aux transports aériens. Signé à Bucarest, le 18 mai 1962**

*Textes officiels français et roumain.*

*Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.*

[TRANSLATION — TRADUCTION]

No. 7279. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE FRENCH REPUBLIC AND THE ROMANIAN PEOPLE'S REPUBLIC. SIGNED AT BUCHAREST, ON 18 MAY 1962

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The Government of the French Republic and the Government of the Romanian People's Republic (hereinafter referred to as "the Contracting Parties"), desiring to facilitate air relations between their respective territories, have for this purpose appointed representatives who, being duly authorized, have agreed as follows :

*Article 1*

For the purposes of this Agreement and its annexes :

(1) The expression "aeronautical authorities" means, in the case of the French Republic, the Secretariat-General of Civil Aviation, and, in the case of the Romanian People's Republic, the Department of Air Transport, Ministry of Transport and Telecommunications, or, in either case, any body authorized to perform the functions at present exercised by them.

(2) The expression "agreed services" means all scheduled air services operated on the routes described in annex I<sup>2</sup> to this Agreement.

(3) The expression "designated airline" means any airline which one of the Contracting Parties has designated in writing to the other Contracting Party, in accordance with the provisions of article 3 of this Agreement, for the operation of the agreed services.

*Article 2*

The Government of the French Republic and the Government of the Romanian People's Republic grant to each other the rights specified in annex I to this Agreement.

*Article 3*

(1) Each of the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which these rights have been granted, provided that :

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<sup>1</sup> Applied provisionally from 18 May 1962, the date of signature, and came into force definitively on 13 October 1962, the date on which the Contracting Parties notified each other that the relevant constitutional processes had been completed, in accordance with the provisions of article 17.

<sup>2</sup> See p. 142 of this volume.

- (a) The Contracting Party to which the rights have been granted has designated the airline which will operate the agreed services ;
- (b) The Contracting Party granting the rights has authorized the airline to inaugurate the agreed services, such authorization being given without delay, subject to the provisions of paragraph 2 of this article.

(2) The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the requirements prescribed by the laws and regulations mentioned in article 5 of this Agreement.

(3) Each Contracting Party reserves the right to withhold an operating permit from the airline designated by the other Contracting Party, to revoke such a permit, to suspend the exercise of the rights specified in annex I to this Agreement or to impose such conditions as it may deem necessary on the exercise of these rights, where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party which designated the airline or in nationals of that Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement and the annexes thereto.

(4) Unless the revocation, suspension or immediate imposition of conditions is necessary to prevent further infringements of the provisions of the Agreement, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article 4*

(1) The designated airlines shall enjoy equal and fair opportunities in the operation of the agreed services between the territories of the Contracting Parties.

(2) Where they operate on the same routes, the designated airlines shall take each other's interests into account so as not to affect unduly their respective services.

(3) On all the routes appearing in annex I to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

(4) The airline designated by either Contracting Party may, within the limit of the over-all capacity stipulated in paragraph 3 of this article, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

(5) Additional capacity over and above that mentioned in paragraph 3 of this article may occasionally be provided whenever it is warranted by the traffic requirements of the countries served by the route.

An understanding shall be reached between the companies of the two Contracting Parties if such capacity is to be used for any length of time.

(6) The airlines designated by the two Contracting Parties shall agree upon the conditions under which the agreed services shall be operated. Such agreement, which shall take into account the capacity to be provided by each of the designated airlines, shall specify the frequency of services, the organization of time-tables and the general conditions in which such services shall be operated by the designated airlines. Any dispute on this subject shall be settled in accordance with the procedure specified in article 15.

#### *Article 5*

(1) The laws and regulations of each Contracting Party relating to the entry into, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory, shall apply to aircraft of the other Contracting Party.

(2) The laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew, mail and cargo carried on board aircraft, such as those relating to police formalities, entry, exit, passports, customs and health, shall apply to passengers, crew, mail and cargo taken on board aircraft of the other Contracting Party.

The carrier is responsible for seeing that the passengers, crew, mail and cargo are accompanied by the documents needed for the formalities specified in this paragraph.

(3) The technical aircraft operation manuals and the airline manuals (navigation and route charts) of each Contracting Party or the instructions replacing them shall be deposited with the competent official services of the other Contracting Party.

#### *Article 6*

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such technical personnel as may be needed to operate the air services specified in annex I to this Agreement and such commercial personnel as may be needed to facilitate traffic. They shall agree on the number of persons to be employed for this purpose, subject to the agreement of the aeronautical authorities.

#### *Article 7*

(1) The routes to be followed by the aircraft flown in the operation of the agreed services and the corridors for crossing the frontiers of the two States shall be fixed by each Contracting Party for its own territory.

(2) In order to ensure the safety of flights in the agreed services, each Contracting Party shall allow the aircraft of the other Contracting Party to use such

of its radio and lighting facilities and meteorological and other services as may be necessary for the operation of the service. It shall also give the other Contracting Party information on such facilities and on the airports of destination and alternate airports at which the aircraft may land and on the route they should follow over its territory.

(3) The aircraft of each of the Contracting Parties shall carry such crew and equipment as are needed to comply with the rules and procedures of air traffic and radiocommunication applicable in the airspace of the other Contracting Party over the entire route followed.

#### *Article 8*

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 9*

(1) Aircraft making the flights mentioned in the annex to 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) Fuel and lubricating oils necessary for the refuelling of aircraft of the airline designated by either Contracting Party, delivered in the territory of the other Contracting Party, shall be exempt from customs duties and other national and local duties and charges.

(3) Fuel, lubricating oils, spare parts, tools, regular equipment and stores brought into and/or stored in the territory of either Contracting Party for consumption or use by aircraft of the airline of the other Contracting Party in carrying out the flights specified in annex I to this Agreement 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, except for charges levied for services rendered. They may not, however, be transferred in that territory to third parties.

(4) Regular equipment, supplies and stores on board the aircraft of one Contracting Party may be unloaded and stored in the territory of the other Contracting Party under the supervision of the customs authorities of that territory, until they are re-exported or are declared to customs.

*Article 10*

(1) Each aircraft used by the agreed services shall bear its own nationality and registration marks and carry the following documents (which must be valid) :

- (a) Its certificate of registration,
- (b) Its certificate of airworthiness,
- (c) Individual licences or certificates for each member of the crew,
- (d) The aircraft's radio licences.

Moreover, the competent authorities of each Contracting Party shall prescribe such additional aircraft documents as the aircraft of the other Contracting Party employed in international traffic shall be required to carry and shall notify the competent authorities of that Party thereof.

(2) All the aforesaid documents issued or recognized as valid by one of the Contracting Parties shall be recognized as valid in the territory of the other Contracting Party.

(3) Each Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flights above its own territory, licences granted to its own nationals by the other Contracting Party or recognized as valid by that Party.

*Article 11*

In the event of an accident to the aircraft of the airline designated by one Contracting Party in the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party in whose territory the event occurs shall :

- (a) Give all necessary assistance to the crew and passengers ;
- (b) Inform the aeronautical authorities of the other Contracting Party without delay of the details and circumstances of the accident ;
- (c) Take every measure to safeguard the aircraft and its contents, including baggage, cargo and mail ;
- (d) Institute an inquiry into the circumstances of the accident ;
- (e) Provide every facility for the accredited representatives of the aeronautical authorities of the other Contracting Party and the representatives of the airline operating the aircraft to be present at the inquiry as observers and have access to the aircraft ;
- (f) Release the aircraft and its contents as soon as they are no longer needed for the inquiry ;
- (g) The members of the crew of the aircraft concerned and the operating airline shall comply with all the rules in force in the territory in which the accident occurs, particularly regarding information to be given to the persons making the inquiry ;

- (h) Report the findings of the inquiry to the aeronautical authorities of the other Contracting Party and, if these authorities so desire, hand over to them copies of all the records of the inquiry.

#### *Article 12*

(1) The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

(2) The tariffs mentioned in paragraph (1) of this article shall be fixed by agreement between the designated airlines of the Contracting Parties and shall, where possible, be established through the rate-fixing machinery of the International Air Transport Association (IATA).

If the designated airlines cannot agree on any one of these tariffs, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(3) The tariffs agreed between the designated airlines shall be submitted by them for approval to their national aeronautical authorities at least thirty days before the proposed date of their introduction ; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

(4) The aeronautical authorities shall notify each other directly of their approval or rejection of the proposed tariffs with the least delay and, if possible, at least fifteen (15) days before the proposed date of introduction of the tariffs. Any disagreement shall be resolved in accordance with article 15.

#### *Article 13*

Any financial question concerning the activity of the designated airlines of the Contracting Parties shall be settled between such airlines in accordance with the relevant provisions of the payments agreement in force between the Contracting Parties.

#### *Article 14*

(1) If either Contracting Party considers it desirable to amend any provision in this Agreement, it may request consultation with the other Contracting Party ; such consultation shall begin within a period of thirty (30) days of the date of the request.

(2) The provisions of the annex to this Agreement may be amended by direct agreement between the competent aeronautical authorities of the Contracting Parties.

(3) Any amendments thus agreed upon shall enter into force after they have been confirmed by an exchange of diplomatic notes.

*Article 15*

Any dispute relating to the interpretation or application of this Agreement or its annexes shall be settled, in the first place, by the aeronautical authorities. If no settlement is reached, the dispute shall be settled through the diplomatic channel.

*Article 16*

Either Contracting Party may denounce this Agreement at any time. The Agreement shall cease to be in force six months after the date on which notice of such denunciation is received by the other Contracting Party, unless the two Contracting Parties agree that the notice of denunciation should be withdrawn before the expiry of this period.

*Article 17*

The terms of this Agreement shall be applied provisionally from the date of signature of the Agreement ; they shall enter into force definitively as soon as the two Contracting Parties have informed each other that the relevant constitutional processes have been completed.

DONE at Bucharest, on the 18th of May, 1962, in duplicate for each Contracting Party, in the French and Romanian languages, both texts being equally authentic.

For the Government  
of the French Republic :

Louis DOLLOT  
Counsellor, Ministry  
of Foreign Affairs

For the Government  
of the Romanian People's Republic :

Petre PATRASCU  
Director of Air Transport

A N N E X I

SECTION I

A. The agreed services specified in article 3 of this Agreement are defined as follows :

*French route*

France – Federal Republic of Germany – Switzerland – Italy – Austria – Yugoslavia – Czechoslovakia – Hungary – Bucharest, in both directions.

*Romanian route*

Romania – Hungary – Czechoslovakia – Yugoslavia – Austria – Italy – Switzerland – Federal Republic of Germany – Paris, in both directions.



B. Two additional points may optionally be served by the airline designated by each Contracting Party on two different routes on which it may operate simultaneously.

C. On the routes mentioned in the schedule given in paragraph A of this annex, the designated airlines of each Contracting Party shall have the right to set down and pick up international traffic in passengers, mail and cargo.

D. The French Party guarantees that no French airline shall operate on a route including Bucharest, on the one hand, and Czechoslovakia and Hungary, on the other hand.

E. The Romanian Party guarantees that no Romanian airline shall operate on a route including Paris, on the one hand, and Yugoslavia and Italy, on the other hand, as long as the French airline does not serve Czechoslovakia or Hungary.

## SECTION 2

A. Non-scheduled flights made by the designated airlines shall require special authorization.

B. Requests for such authorization may be made directly by the airline concerned to the aeronautical authority of the other Contracting Party, which shall deal with such requests as promptly as possible.

## ANNEX II

1. The Contracting Parties undertake to adopt all necessary measures to ensure that the agreed services are operated in satisfactory safety conditions. The information and assistance furnished by each Contracting Party shall be such as to meet the normal needs of the airline designated by the other Contracting Party.

2. (a) The crews of the aircraft used in the agreed services by the airline designated by either Contracting Party must be fully conversant with the rules of air traffic and radio-communication in force in the territory of the other Contracting Party.

(b) The aircraft shall be fitted with equipment suitable for the route followed, so that the rules of instrument flight may be observed throughout the journey, particularly as regards navigational aids and transmitters and receivers for radiocommunication.

(c) An air traffic flight plan shall be prepared for each flight in conformity with the rules in force at the airport of departure.

(d) Aircraft shall maintain a continuous listening watch on the radio frequencies used by each competent air traffic agency throughout the journey and shall be prepared at all times to transmit on the said frequencies, particularly the position and meteorological reports required by the regulations in force.

(e) Unless the competent services decide otherwise, messages to ground shall be exchanged in the English language in the case of radiotelephony and in the international Q Code in the case of radiotelegraphy. If point-to-point links do not yet exist, each Contracting Party shall establish such point-to-point links of the aeronautical fixed service as are required for the handling of messages to ensure the safe and efficient preparation

and performance of flights, in particular air traffic messages. The competent air traffic agencies concerned with the flights in the agreed services shall be able to exchange messages concerning such flights.

3. (a) The Contracting Parties shall exchange all aeronautical information needed for the preparation and performance of flights by aircraft of the airline designated by the other Contracting Party; the civil aviation services of the Contracting Parties shall keep such information permanently up to date and shall immediately notify any changes to be made. In emergencies, some of this information may be transmitted in "NOTAMS". These "NOTAMS", known as "Class I NOTAMS", shall be handled by the point-to-point links of the aeronautical fixed service established between the two Contracting Parties. Otherwise, they shall be transmitted by the most rapid means; they are then called "Class II NOTAMS". The "NOTAMS" shall be prepared in NOTAM code and in English.

(b) In addition, before and during each flight, the air traffic agencies of each Contracting Party shall, if necessary, transmit to the aircraft of the other airline designated by the other Contracting Party all aeronautical information necessary for the purposes of the flight as well as meteorological information in their possession which may assist the aircraft.

4. The meteorological services of each Contracting Party shall place at the disposal of the crews of the airlines designated by the other Contracting Party meteorological and other information helpful in the preparation and performance of flights.