

No. 12511

**ROMANIA
and
BULGARIA**

**Civil Air Transport Agreement (with annex). Signed at
Bucharest on 21 April 1972**

*Authentic texts: Romanian and Bulgarian.
Registered by Romania on 14 May 1973.*

**ROUMANIE
et
BULGARIE**

**Accord relatif aux transports aériens civils (avec annexe).
Signé à Bucarest le 21 avril 1972**

*Textes authentiques: roumain et bulgare.
Enregistré par la Roumanie le 14 mai 1973.*

[TRANSLATION — TRADUCTION]

CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA

The Government of the Socialist Republic of Romania and the Government of the People's Republic of Bulgaria, hereinafter referred to as the "Contracting Parties", desiring to establish civil air services between the two countries and to contribute as far as possible to international co-operation in this field, have agreed as follows:

Article 1. 1. For the purposes of this Agreement and its annex the terms enumerated below shall have the following meanings:

- (a) "Territory": the entire land area, the territorial and internal waters and the air space thereover, under the sovereignty of each State;
- (b) "Aeronautical authorities":

In the case of the Government of the Socialist Republic of Romania, the Civil Aviation Board of the Ministry of Transport and Telecommunications or any other organ authorized by the Government of the Socialist Republic of Romania to perform the functions at present exercised by the aforesaid Board;

In the case of the Government of the People's Republic of Bulgaria, the Ministry of Transport or any other organ authorized by the Government of the People's Republic of Bulgaria to perform the functions at present exercised by the aforesaid Ministry;

- (c) "Designated airline": an airline designated by either of the Contracting Parties to operate the agreed services;
- (d) "Agreed services": the air services specified in the annex to this Agreement and operated on the specified routes.

2. The annex to this Agreement shall be considered an integral part of the Agreement and any reference to the Agreement shall, unless expressly provided otherwise, also be considered as a reference to its annex.

Article 2. The Contracting Parties shall grant one another on a basis of reciprocity the rights, specified in the annex to this Agreement, necessary for the establishment and operation of the scheduled international air services specified in the annex.

Article 3. 1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes, notifying the other Contracting Party in writing to that effect.

¹ Came into force on 23 February 1973, the date on which the Contracting Parties notified one another through the diplomatic channel of its approval, in accordance with article 20 (1).

The substitution by either Contracting Party of a designated airline by another airline shall be notified in writing to the other Contracting Party.

2. Each Contracting Party shall, without delay, grant the designated airline or airlines of the other Contracting Party the appropriate operating permit, subject to the provisions of this article.

3. Before issuing the operating permit, the aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to furnish proof that it is qualified properly to fulfil the requirements prescribed under the laws and regulations normally applied by those authorities for the operation of international air services.

4. Each Contracting Party shall have the right to withhold the operating permit from the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary for the exercise of the rights accorded under this Agreement, if the proof required under paragraph 3 of this article is not forthcoming or if it has no proof that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its organizations.

5. Each Contracting Party shall have the right to suspend or revoke the validity of a permit that has been granted, in the cases mentioned in paragraph 4 of this article and whenever the airline concerned fails to comply with the laws and regulations of that Contracting Party or to fulfil the requirements arising out of this Agreement. This right may be exercised only after consultation with the aeronautical authority of the other Contracting Party, save in cases requiring the immediate suspension of the permit in order to prevent further infringements of laws and regulations.

Article 4. 1. The designated airlines of the Contracting Parties shall take one another's interests into account where they operate the same routes, so as to ensure that those interests are not unduly affected by the respective services.

2. The designated airlines shall have fair and equal opportunities in the operation of the agreed services.

3. The over-all aircraft capacity offered by the designated airlines shall be suited to transport requirements.

The designated airlines shall have as their primary objective the provision on the agreed services of a capacity adequate to the requirements of transport between the territory of the Contracting Party designating the airline and the points passed through on the specified routes.

4. The designated airline or airlines of one Contracting Party may also satisfy the requirements of transport between the territories of third States lying on the agreed routes and the territory of the other Contracting Party — within the limit of the over-all transport capacity stipulated in paragraph 3 of this article and account being taken of existing local and regional services.

5. Nothing in this Agreement may be construed as conferring on the designated airline or airlines of one Contracting Party the right to take on, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration and travelling to another point in the territory of the latter Contracting Party (cabotage).

Article 5. 1. The designated airline or airlines of each Contracting Party shall submit through its aeronautical authority to the aeronautical authority of the other Contracting Party, for approval, one month in advance of their application,

the service schedules, specifying flight frequency and the type of aircraft used, and the necessary information in connexion with the operation of the agreed services. The airlines shall communicate, within the same time-limit, any alteration in the above information.

2. The designated airline or airlines of each Contracting Party shall make available, upon request, to the aeronautical authority of the other Contracting Party, all statistical data that may reasonably be required for the purpose of determining the volume of transport effected on the agreed services; such data may not be passed on to a third party.

Article 6. 1. The tariffs to be applied by the designated airline or airlines of each Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels having regard to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall be determined by agreement between the designated airlines of the two Contracting Parties. If the designated airlines cannot agree on such tariffs or can only agree on some of them, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement between themselves.

3. The tariffs agreed upon by the designated airlines shall be submitted for approval to the aeronautical authorities of the Parties at least 30 days before the proposed date of their introduction; in exceptional cases this time-limit may be reduced, with the approval of the aeronautical authorities.

4. The aeronautical authority of each Contracting Party shall notify the aeronautical authority of the other Contracting Party directly of its acceptance or rejection of the proposed tariffs as soon as possible, and where possible, at least 15 days before the proposed date of introduction of the tariffs. Any dispute which may arise shall be settled in accordance with the provisions of article 15 of this Agreement.

Article 7. Fees and other charges for the use of airports, airport installations and technical facilities in the territory of each Contracting Party shall be levied in accordance with the rates and tariffs officially established by the State organs concerned.

Article 8. 1. The balance between receipts and expenditure, accruing in the territory of one Contracting Party to the designated airline or airlines of the other Contracting Party, shall be transferred in accordance with the provisions of the Payments Agreement in force between the two Contracting Parties.

2. The receipts and profits earned by the designated airline or airlines or either Contracting Party in the territory of the other Contracting Party shall be exempt from income tax.

Article 9. 1. The aircraft of the airlines designated to operate the agreed services shall bear the nationality and registration marks established for international flights and carry the following documents:

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Valid documents for the pilots and other crew members;
- (d) Aircraft log or other document in lieu thereof;
- (e) Aircraft radio licence.

2. The aeronautical authority of each Contracting Party may also require other documents to be carried on board aircraft, notifying the aeronautical authority of the other Contracting Party to that effect.

Article 10. 1. Each Contracting Party shall recognize as valid the certificates of airworthiness of the aircraft, and the documents of the pilots and other crew members, issued or rendered valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, not to recognize as valid the crew-member certificates and licenses issued in respect of its nationals or former nationals by the other Contracting Party.

Article 11. 1. The laws and regulations of one Contracting Party governing the entry into, stay in and departure from its territory of aircraft engaged in international air navigation or governing the operation, navigation and piloting of such aircraft while within its territory shall also apply to aircraft of the designated airlines of the other Contracting Party.

2. The laws and regulations of each Contracting Party governing the arrival and stay in and departure from its territory of passengers, crew, baggage, mail and cargo, as well as those relating to currency, passport, customs and health control, shall also apply to passengers, crew, baggage, mail and cargo carried by the aircraft of a designated airline of the other Contracting Party while within the aforesaid territory.

3. The rules and procedures relating to the provision and maintenance of flight safety applied by each Contracting Party in respect of the aircraft of the other Contracting Party shall be the same as those applied in respect of its own aircraft and in international air transport in general.

Article 12. 1. The aircraft operating the agreed services, as well as the fuel, lubricants, spare parts, regular equipment and stores, including food, on board such aircraft on arrival in and departure from the territory of the other Contracting Party, shall be exempt from customs duties and all other duties and charges.

2. The fuel and lubricants needed to supply the aircraft of the designated airlines of the Contracting Parties operating the agreed services, taken on board in the territory of the other Contracting Party, shall be exempt in that territory from customs duties and all other duties and charges.

3. Fuel and lubricants, spare parts, regular equipment and stores, including food and articles intended for sale on board the aircraft in limited quantities introduced into the territory of one Contracting Party or kept in that territory, which are intended for use or consumption on board the aircraft of an airline of the other Contracting Party and necessary to ensure the performance and safety of flights on the agreed services, shall be exempt, upon entry or departure, in the territory of the other Contracting Party, from customs duties and all other duties and charges.

The supplies referred to above may be used in a restricted area of the airport, for the handling of aircraft, passengers and cargo and, in the event of forced landing or a landing at a reserve airport, may be transferred to the site of the aircraft.

4. Throughout the entire period in which they are kept in the territory of the other Contracting Party the objects and material mentioned in paragraphs 1, 2 and 3 shall be under customs supervision.

5. Exemption from customs duties and other duties and charges shall not

apply to the objects and material mentioned in paragraphs 1, 2 and 3 where they are to be transferred from the territory of the other Contracting Party to a third party, save in the case of an agreement to that effect between the Parties.

Article 13. Each Contracting Party undertakes to give assistance to the aircraft of the other Contracting Party in cases of emergency or accident occurring in its territory. Such assistance shall be given by each Contracting Party to the aircraft of the other Contracting Party in the same manner and to the same extent as to its own aircraft.

In the event of a forced landing, or damage or disaster suffered by an aircraft of one Contracting Party in the territory of the other Contracting Party, the latter shall:

- (a) Give all possible assistance to the aircraft;
- (b) Immediately notify the other Contracting Party of the occurrence;
- (c) Immediately take all possible measures to assist the crew and passengers affected by the accident;
- (d) Ensure the preservation of the mail, baggage and cargo carried on the aircraft;
- (e) Ensure the preservation of all traces and wreckage of the aircraft suffering the disaster, the documents on board and all documents relating to the flight.

The Contracting Party in whose territory the accident occurred shall take all necessary measures to investigate the circumstances and causes of the accident and, at the request of the other Contracting Party, shall grant free access to its territory to the representatives of that Contracting Party and to the expert from the factory which produced the aircraft, for the purpose of attending the inquiry into the accident as observers.

The Contracting Party conducting the inquiry shall transmit the findings to the other Contracting Party and, if the latter so wishes, provided it with a copy of the documentation concerning the accident. The copy shall include all documents and data required by the laws and regulations of the Contracting Party conducting the inquiry.

Article 14. The designated airlines of the Contracting Parties shall have the right to maintain in the territory of the other Contracting Party, for the operation of the agreed services, offices with technical and commercial personnel composed of nationals of either of the two Contracting Parties. The aeronautical authorities shall render assistance to the offices in the performance of their functions.

Article 15. 1. In a spirit of close collaboration the aeronautical authorities of the Contracting Parties shall consult each other periodically with a view to ensuring the proper and satisfactory application of this Agreement.

2. Disputes concerning the interpretation or application of this Agreement shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. If no agreement is reached, the dispute shall be settled through the diplomatic channel.

Article 16. 1. Each Contracting Party may at any time propose a consultation with the other Contracting Party in connexion with the interpretation, application or modification of this Agreement. The consultation shall take place not later than 60 days after the date of submission of such a proposal.

2. Modification of the Agreement, on which agreement has been reached, shall take effect after reciprocal notification, through the diplomatic channel, of their approval.

3. Modifications of the annex to this Agreement may be introduced on the basis of an agreement reached between the aeronautical authorities of the two Contracting Parties. Modifications agreed to in this manner shall take effect on the date set by agreement between the aeronautical authorities.

Article 17. This Agreement shall be registered with the International Civil Aviation Organization.

Article 18. This Agreement and its annex shall be amended by agreement between the Contracting Parties so as to conform to any multilateral convention which may become binding on both Contracting Parties.

Article 19. This Agreement may be denounced by either Contracting Party and shall terminate 12 months after the date on which notice of such denunciation is received by the other Contracting Party unless the denunciation is withdrawn by mutual agreement before the expiry of that period.

Article 20. 1. The provisions of this Agreement shall enter into force on the date on which the Contracting Parties notify one another, through the diplomatic channel, of their approval of the Agreement.

2. This Agreement supersedes the agreement on the establishment of air services, concluded between the two countries at Sofia on 22 July 1947, and all documents amending and supplementing that agreement and its annex.

IN WITNESS WHEREOF the plenipotentiaries of the two Contracting Parties, having been duly authorized for the purpose, have signed this Agreement.

The Agreement was done and signed at Bucharest, on 21 April 1972, in duplicate in the Romanian and Bulgarian languages, both texts being equally authentic.

For the Government
of the Socialist Republic
of Romania:

[FLORIAN DĂNĂLACHE]

For the Government
of the People's Republic
of Bulgaria:

[GRIGOR STOICIOV]

ANNEX

Article 1. The designated airline or airlines of the People's Republic of Bulgaria shall have the right to fly without landing across the territory of the Socialist Republic of Romania and to make stops in such territory for non-traffic purposes and stops for the purpose of taking on and setting down international traffic in passengers, cargo and mail on the following routes:

Points in Bulgaria — Bucharest and vice versa.

NOTE. The aeronautical authorities of the two Contracting Parties may agree to grant rights, on a temporary or permanent basis, in respect of points beyond Bucharest and vice versa.

Article 2. The designated airline or airlines of the Socialist Republic of Romania shall have the right to fly without landing across the territory of the People's Republic of Bulgaria and to make stops in such territory for non-traffic purposes and stops for the purpose of taking and setting down international traffic in passengers, cargo and mail on the following routes:

Points in Romania — Sofia and vice versa.

NOTE. The aeronautical authorities of the two Contracting Parties may agree to grant rights, on a temporary or permanent basis, in respect of points beyond Sofia and vice versa.