

No. 12510

**ROMANIA
and
CHINA**

**Civil Air Transport Agreement (with annex). Signed at
Bucharest on 6 April 1972**

Authentic texts: Romanian and Chinese.

Registered by Romania on 14 May 1973.

**ROUMANIE
et
CHINE**

**Accord relatif au transport aérien civil (avec annexe). Signé
à Bucarest le 6 avril 1972**

Textes authentiques: roumain et chinois.

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 CHINA

The Government of the Socialist Republic of Romania and the Government of the People's Republic of China,

With a view to facilitating friendly contacts between the Romanian people and the Chinese people and the development of mutual relations in the field of air transport between the two countries,

On the basis of the principles of respect for independence and sovereignty, non-interference in domestic affairs, equality and mutual advantage and fraternal co-operation,

Desiring to conclude a civil air transport agreement for the establishment of regular air services between and beyond their respective countries,

Have appointed their plenipotentiaries, who have agreed as follows:

Article 1. 1. Each Contracting Party shall grant the other Contracting Party the right to establish regular air services on the routes specified in the annex to this Agreement (hereinafter referred to as "agreed services" and "specified routes") and to take on and set down international traffic in passengers, baggage, cargo and mail.

2. Aircraft belonging to the airline designated by one Contracting Party (hereinafter referred to as "designated airline") and operating the agreed services on the specified routes may fly without landing across the territory of the other Contracting Party with the approval of the air navigation control authorities of that Contracting Party.

3. Aircraft of the designated airline of each Contracting Party shall comply with the rules governing navigable air space and the air corridor extending from the demarcation line set by the other Contracting Party while flying over the territory of that Contracting Party.

Article 2. 1. The Government of the Socialist Republic of Romania designates "Transporturile Aeriene Române—TAROM" and the Government of the People's Republic of China designates "The Department of International Affairs of the General Civil Aviation Administration of China" as the airline authorized to operate the agreed services on the specified routes.

2. Each Contracting Party shall have the right to suspend the exercise by the designated airline of the other Contracting Party of the privileges specified in article 1 of this Agreement where the airline fails to comply with the laws or regulations established by the other Contracting Party, or where it fails to operate the agreed services in accordance with the conditions prescribed in

¹ Applied provisionally from 6 April 1972, the date of signature, and came into force on 3 July 1972, the date on which the Contracting Parties notified each other of the completion of their constitutional formalities, in accordance with article 14.

this Agreement and the annex thereto; this right shall be exercised, as a rule, on the basis of consultations between the two Contracting Parties.

Article 3. 1. The designated airlines of the two Contracting Parties, when operating the agreed services on the specified routes, shall respect the principles of equality and fairness.

2. Questions relating to flight frequency, type of aircraft, schedules, tariffs for passengers and cargo, and economical and technical requirements for the operation of the specified routes, shall be settled by agreements between the designated airlines of the Contracting Parties subject to the approval of their civil aeronautical authorities (in the case of the Socialist Republic of Romania, the "Civil Aviation Board of the Ministry of Transport and Telecommunications" and in the case of the People's Republic of China, the "General Civil Aviation Administration of China").

Article 4. Each Contracting Party shall designate, in its territory the scheduled airports and reserve airports to be used by the designated airline of the other Contracting Party for the operation of the specified route and shall provide, in its territory, communications, facilities, aids to navigation, ground lighting, meteorological data, fuel, lubricants and other auxiliary services necessary for flight safety. Specific arrangements shall be made by agreement between the designated airlines and shall be submitted to approval to the aeronautical authorities of the Contracting Parties.

Article 5. 1. Aircraft used on the specified routes by the designated airline of one Contracting Party, as well as their regular crew, spare parts, reserves of fuel lubricants and stores remaining on board the aircraft shall be exempted by the other Contracting Party, in its territory, upon arrival and departure, from all customs duties, inspection fees and other taxes and charges.

2. Fuel and lubricants intended for the fuelling of the aircraft and stores intended for consumption on board, which are taken on in the territory of one Contracting Party, for the specified routes, and spare parts and regular aircraft equipment, introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party for the maintenance and repair of aircraft used on the specified routes shall likewise be exempt from taxes and charges.

3. The products referred to in paragraph 2 of this article, introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party, for the operation of the specified routes, shall be kept under customs supervision; they may not be sold or used for other purposes in the territory of the other Contracting Party and they shall be subject to the payment of the custody fees established by each Contracting Party.

Article 6. 1. The laws and regulations of each Contracting Party relating to the admission to, stay in and departure from its territory, and navigation within its territory, and those governing the entry, stay and departure of passengers, crew, baggage, cargo and mail shall also apply to the aircraft and crews belonging to the designated airline of the other Contracting Party and to the passengers, baggage, cargo and mail carried by that airline, while in the aforesaid territory.

The Contracting Parties shall provide one another, in good time, with information concerning such laws and regulations.

2. The designated airline of one Contracting Party shall be required to pay, for the use of the airports, installations, and technical equipment belonging

to the other Contracting Party, the charges imposed in the territory of that Contracting Party.

Article 7. 1. For the purpose of operating the specified route, the designated airline of each Contracting Party shall be entitled to establish, at the stopping-points in the territory of the other Contracting Party, offices whose personnel must be nationals of the Socialist Republic of Romania or of the Chinese People's Republic, the size of such staff to be determined by agreement between the designated airlines of the two Contracting Parties, with the approval of the aeronautical authorities.

Personnel of the office shall comply with the laws and regulations in force in the country in whose territory they are working.

2. The Contracting Parties shall, on a basis of reciprocity, provide assistance and facilities to the offices of the designated airlines and ensure the necessary care of the aircraft, equipment and other goods needed for the agreed services while they are in their territory.

Article 8. 1. The balance between receipts and expenditure, accruing in the territory of one Contracting Party to the designated airline 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 of either Contracting Party in the territory of the other Contracting Party shall be exempt from income tax.

Article 9. 1. The aircraft of the designated airline of one Contracting Party, making flights on the specified routes, shall bear its own nationality and registration marks and carry the following documents:

- (a) Its certificate of registration;
- (b) Its certificate of airworthiness;
- (c) Its journey log book;
- (d) Its radio licence;
- (e) Certificates of competency and flight licences or certificates of the crew members;
- (f) The other aircraft documents prescribed by the regulation of either Contracting Party.

Each Contracting Party shall recognize the validity of the aforesaid documents of the other Contracting Party.

2. Crew members of aircraft of the designated airlines of the Contracting Parties making flights on the specified routes shall be nationals of the countries concerned.

Article 10. 1. In the event of danger or an accident to the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party, the latter shall designate competent organs to:

- (a) Give assistance to the passengers and crew;
- (b) Inform the other Contracting Party without delay of the circumstances of the accident;
- (c) Ensure that all necessary measures are taken to safeguard the aircraft and its contents.
- (d) Institute an inquiry into the circumstances of the accident;
- (e) Allow access to the aircraft and provide every facility for the representatives

sent as observers by the other Contracting Party to be present at the inquiry;

- (f) Release the aircraft and its contents when they are no longer needed for the inquiry;
- (g) Report the findings of the inquiry in writing to the other Contracting Party.

2. The crew members of the aircraft meeting with the accident and the airline operating it shall comply with the rules in force in the country in whose territory the accident occurred.

Article 11. The Contracting Parties shall collaborate closely and assist one another with a view to ensuring the proper implementation of this Agreement.

If any dispute should arise it shall be settled directly by the designated airlines in a spirit of friendly co-operation and mutual understanding;

— if the airlines fail to reach agreement, the dispute shall be settled by negotiations between the aeronautical authorities;

— if the aforesaid authorities also fail to reach agreement, the dispute shall be settled through the diplomatic channel.

Article 12. If one Contracting Party wishes to modify any provisions in this Agreement or its annex, it may at any time request a consultation with the other Contracting Party, such consultation to begin within a time-limit of 60 (sixty) days, reckoned from the date of receipt of a proposal to that effect.

Any modification of this Agreement or its annex shall take effect after it has been confirmed by an exchange of notes between the two Contracting Parties.

Article 13. Either Contracting Party may, at any time, notify the other Contracting Party that it wishes to terminate this Agreement. The denunciation shall take effect 12 (twelve) months after receipt of notice thereof by the other Contracting Party. If before the expiry of that time-limit the Contracting Party withdraws the notice of denunciation, with the consent of the other Contracting Party, this Agreement shall remain in force.

Article 14. This Agreement shall be applied on a provisional basis from the date of signature and shall enter into force on the date on which the Contracting Parties notify each other of the completion of their constitutional formalities.

This Agreement was done at Bucharest on 6 April 1972, in duplicate, in the Romanian and Chinese languages, both texts being equally authentic.

Plenipotentiary of the Government
of the Socialist Republic
of Romania:

[LAURIAN MEDVEDOVICI]

Plenipotentiary of the Government
of the Chinese People's Republic:

[MA-YEN-HUEI]

ANNEX

A

I. Route on which the agreed services are to be operated, in both directions, by the designated airline of the Government of the Chinese People's Republic:

Peking — intermediate points: a locality in the province of Sinkiang, Karachi or Rawalpindi or Kandahar, Tehran, Ankara or Istanbul — Bucharest — Belgrade — Tiranë — points in other third countries, to be established by agreement between the aeronautical authorities of the Contracting Parties.

II. Route on which the agreed services are to be operated, in both directions, by the designated airline of the Government of the Socialist Republic of Romania:

Bucharest — intermediate points — Peking — points beyond in third countries will be determined subsequently, by mutual agreement, by the aeronautical authorities of the Contracting Parties.

B

1. The designated airlines of the Contracting Parties may omit one or more intermediate points on the specified routes for a specific period or in the case of certain flights, duly notifying one another to that effect in good time.

2. The designated airline of either Contracting Party may, in some cases, have the terminal point of its services in the territory of the other Contracting Party.

3. The designated airlines of the Contracting Parties shall have the right to take on and set down passengers, baggage, cargo and mail between any points on the specified routes.

4. The designated airline of one Contracting Party shall not be entitled to take on and carry, for remuneration, in the territory of the other Contracting Party, any passengers, baggage, cargo or mail travelling to another point in the latter's territory (cabotage).

5. The designated airline of one Contracting Party may make additional flights on the specified routes with the approval of the aeronautical authority of the other Contracting Party, on the basis of an application submitted at least 48 hours beforehand.
