No. 16967

ROMANIA
and
MAURITANIA

Agreement concerning civil air services between and beyond their respective territories (with annex). Signed at Bucharest on 6 November 1976

Authentic texts: Romanian, Arabic and French.
Registered by Romania on 14 September 1978.

ROUMANIE
et
MAURITANIE

Accord relatif aux services aériens civils entre leurs territoires respectifs et au-delà (avec annexe). Signé à Bucarest le 6 novembre 1976

Textes authentiques : roumain, arabe et français.
Enregistré par la Roumanie le 14 septembre 1978.

[TRANSLATION — TRADUCTION]

AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA CONCERNING CIVIL AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Socialist Republic of Romania and the Government of the Islamic Republic of Mauritania,

Being equally desirous of contributing to the development of international co-operation in the field of air transport, and

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,[2] and

Desiring to conclude an agreement supplementary to the aforesaid Convention for the purpose of establishing regular air services between and beyond their respective territories, have agreed as follows:

Article 1. For the purposes of the application of this Agreement and its annex, which forms an integral part of the Agreement, the following terms shall, unless the context otherwise requires, have the meanings specified below:

(*a*) "Convention" means the Convention on International Civil Aviation, concluded at Chicago on 7 December 1944, including the annexes and amendments adopted under articles 90 and 94 of the Convention in so far as those annexes and amendments have become applicable to both Contracting Parties;

(*b*) "Contracting Parties" means, on the one hand, the Government of the Socialist Republic of Romania and, on the other hand, the Government of the Islamic Republic of Mauritania;

(*c*) "Aeronautical authorities" means, in the case of the Socialist Republic of Romania, the Department of Civil Aviation and, in the case of the Islamic Republic of Mauritania, the Ministry of Trade and Transport or, in both cases, any person or agency authorized to perform the functions exercised at present by those aeronautical authorities;

(*d*) "Designated airline" means the civil airline designated by each Contracting Party to operate the agreed services in accordance with the provisions of article 3 of this Agreement;

[1] Applied provisionally from 6 November 1976, the date of signature, and came into force definitively on 16 August 1977, the date on which the Contracting Parties notified each other of the completion of their required legislative formalities, in accordance with article 18 (1).

[2] United Nations, *Treaty Series*, vol. 15, p. 295. For the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117, vol. 958, p. 217, and vol. 1008, p. 213.

(*e*) "Air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention;

(*f*) "Territory" in relation to a State means the land areas and the territorial waters adjacent thereto, under the sovereignty of that State;

(*g*) "Capacity" in relation to an aircraft means the payload that can be taken by that aircraft on a route or section of a route;

(*h*) "Capacity" in relation to an agreed air service means the capacity of an aircraft making flights on that service multiplied by the frequency of such flights in a given period and over a given route or section of a route.

Article 2. 1. Each Contracting Party shall grant the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating regular international air services on the routes specified in the annex to the Agreement. Such services and routes are hereinafter referred to as "agreed services" and "specified routes."

2. The two Contracting Parties shall grant their designated airlines, on a reciprocal basis, the following rights:

(*a*) To fly, without landing, over the territory of the other State;

(*b*) To make stops for non-traffic purposes in the territory of the other State;

(*c*) To take on and set down, in the territory of the other State, international traffic in passengers, cargo and mail under the conditions prescribed in this Agreement and its annex;

(*d*) To take on and set down, in the territory of the other State, international traffic in passengers, cargo and mail destined for and coming from intermediate points and points beyond situated in the territory of other States.

3. Nothing in this Agreement shall be construed as conferring on the designated airline of one Contracting Party the right to take on, in the territory of the other Contracting Party passengers, cargo or mail carried for remuneration or hire and travelling to another point in the territory of that Contracting Party.

Article 3. 1. Each Contracting Party shall have the right to designate one or more airlines to operate the agreed services on the specified routes. The aeronautical authorities shall notify each other in writing of such designation.

2. The aeronautical authority receiving notification from the other aeronautical authority concerning the designated airline shall, without delay, grant the necessary operating permit, subject to the provisions of paragraphs 3 and 4 of this article.

3. The aeronautical authority granting the operating permit may require the airline designated by the other Contracting Party to furnish proof that it is qualified to fulfil the conditions prescribed in the laws and regulations applied by the said aeronautical authority for the operation of international air services.

4. Each Contracting Party may, for the exercise of the rights specified in article 2 of this Agreement, require the designated airline of the other Contracting Party to furnish proof that substantial ownership and effective control of that airline are vested in the State designating the airline or in nationals of that State.

5. The designated airline authorized under paragraph 2 of this article may, at any time after receiving the permit, begin to operate the agreed services, provided that a schedule and a tariff established in accordance with the provisions of articles 6 and 13 of the Agreement are in effect for those services.

6. In applying articles 77 and 79 of the Convention on International Civil Aviation, Mauritania may, as an exception to the provisions of paragraph 4 of this article, designate Air Afrique, or any other African or Arab multinational airline in which the Islamic Republic of Mauritania participates, to operate the agreed air services under this Agreement.

Article 4. 1. Each Contracting Party shall have the right to impose such conditions as it may deem necessary for the operation of the agreed services, or temporarily to suspend the exercise of the rights specified in article 2 of this Agreement, or to revoke the operating permit granted to the airline designated by the other Contracting Party:

(*a*) In any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the State whose Government has designated the airline or in nationals of that State, or

(*b*) In the case of failure by the designated airline to comply with the laws and other regulations in force in the other State, or

(*c*) In case the designated airline fails to operate the agreed services in accordance with the conditions prescribed in the Agreement and its annex.

2. Each Contracting Party shall have the right temporarily to suspend the exercise of the rights specified in article 2 of this Agreement or to revoke an operating permit only after consultation with the other Contracting Party, unless such measures are immediately necessary in order to prevent further infringement of the laws and other regulations in force.

Article 5. 1. Each designated airline shall have equal and fair opportunities to operate the agreed services on the routes specified in the annex to this Agreement.

2. In the operation of the agreed services, each designated airline shall take account of the interests of the designated airline of the other Contracting Party, so as not to affect the air services which the latter provides on all or part of the same route.

3. The operation of the agreed services by the designated airline of each Contracting Party shall be organized on the basis of a rational relationship between transport capacity and the full satisfaction of current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating in or destined for the territory of the other State.

4. The rights granted to each of the airlines designated by each Contracting Party to take on or set down in the territory of the other State passengers, cargo and mail destined for or originating in the territory of third States shall be exercised in accordance with the general principles governing the continuous development of international air transport, so that the transport capacity offered on each agreed service is suited to:

(*a*) Air transport requirements to and from the territory of each State;

(*b*) Traffic requirements of the area through which the agreed service passes, taking into account the other air services provided by the airlines of the States situated in that area, and

(*c*) The requirements of economical airline operation.

5. The transport capacity for passengers, cargo and mail to be provided initially shall be agreed upon by the aeronautical authorities of the Contracting Parties before commencement of the agreed services. Subsequently, the transport capacity to be provided shall be discussed by the aeronautical authorities on a periodical basis. The transport capacity initially agreed upon and the changes in transport capacity subsequently approved shall be confirmed in accordance with the regulations in force in each contracting country.

Article 6. 1. The designated airlines of the Contracting Parties shall be required to submit through their aeronautical authorities to the aeronautical authorities of the other Contracting Party, for approval, one month in advance of their application, the agreed service schedules with the exact frequency of flights and the type of aircraft used, as well as any other information connected with the operation of these services. Unless a request for amendment of such schedules is approved by the aeronautical authority of the other Contracting Party, the existing schedules shall apply for further six months, during which period the aeronautical authorities shall endeavour to establish new schedules.

2. At the request of one aeronautical authority, the aeronautical authority of the other Contracting Party shall furnish it with statistical data concerning the utilization of the transport capacity offered by the designated airline on the routes specified in the annex to this Agreement. Such statistical data shall, as far as possible, contain the information required to determine the amount, origin and destination of the air traffic.

Article 7. 1. The designated airline of each Contracting Party shall have the right to maintain in the territory of the other Contracting Party, an office with the necessary technical personnel for the operation of the agreed services and the necessary commercial personnel for the promotion of traffic.

2. The designated airlines shall agree on the number of persons necessary for their offices, subject to the approval of the aeronautical authorities.

3. The personnel of such offices shall have the nationality of the State to which the designated airline belongs. Exceptions may be authorized by the Contracting Parties.

4. The competent authorities of each Contracting Party shall provide the necessary support for the proper functioning of the office of the designated airline of the other Contracting Party, for the purpose of operating the agreed services.

Article 8. The air corridors and frontier overflight points for the routes specified in the annex to this Agreement shall be determined independently by each State in its own territory.

Article 9. 1. The aircraft of the designated airline, their regular equipment, supplies of fuels and lubricants and aircraft stores—including food, beverages, tobacco and other articles intended for sale to passengers in limited quantities during the flight—shall be exempt from all customs duties, inspection fees and other duties and charges on arrival in the territory of the other State, provided

that such equipment, supplies and stores remain on board the aircraft until such time as they are re-exported or used during the flight over that territory.

2. The following shall also be exempt from all duties and charges referred to in paragraph 1 of this article:

(*a*) Aircraft stores taken on board in the territory of the other State within limits fixed by the authorities of that State and intended for consumption on board the aircraft of the designated airline operated on international air services,

(*b*) Fuels and lubricants intended to supply the aircraft of the designated airline used in international air services, taken on board in the territory of the other State, even when such fuels and lubricants are used on the part of the journey performed over the territory in which they are taken on board,

(*c*) Spare parts and regular airborne equipment introduced onto the territory of the other State for the maintenance or repair of aircraft of the designated airline used in international air services.

3. Cargo and baggage in direct transit, carried by the aircraft of each of the designated airlines shall be exempt from customs duties and other similar charges.

4. The receipts and profits earned by the designated airlines in the territory of the other State, as well as the remuneration received by the staff of the offices of the designated airlines shall be exempt from taxation.

5. Sums representing payment for services rendered shall not be exempt from taxes or any other charges.

Article 10. The regular airborne equipment and the materials or supplies retained on board the aircraft of the designated airline of either Contracting Party may be unloaded in the territory of the other State only with the consent of the customs authorities of that State. In that case, such equipment, materials or supplies may be placed under the supervision of the aforesaid authorities until such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 11. Fees and other charges due for the use of airports, installations and technical equipment, both in the territory of the Islamic Republic of Mauritania and in the territory of the Socialist Republic of Romania, shall be payable in accordance with the official tariff levels established under the laws and other regulations in force in those States, applicable to all aircraft of foreign airlines operating similar international air services.

Article 12. The balance between receipts and expenditure earned in the territory of the other State by the designated airline shall be transferred in accordance with the provisions of the payments agreement in force between the Contracting Parties.

Where the provisions of the payments agreement are not applicable or where no such agreement exists, payments shall be made in freely convertible currency.

The sums in question shall be transferred freely, on a reciprocal basis, without being subject to taxes or restrictions.

Article 13. 1. The tariffs to be charged for carriage by air to or from the territory of the other State shall, as far as possible, be established by mutual

agreement between the designated airlines of the Contracting Parties at reasonable levels. In the establishment of such tariffs, account shall be taken of all relevant factors, such as cost of operations and reasonable profit, and the tariffs charged by the airlines operating over the whole or part of the same route. In drawing up those tariffs, the designated airlines shall also, as far as possible, take account of the procedure for the determination of tariffs followed in international practice.

2. The tariffs so agreed by the designated airlines shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least 60 (sixty) days before the date proposed for their introduction. In exceptional cases, this time-limit may be reduced, with the approval of the aeronautical authorities.

3. The tariffs submitted for approval in accordance with paragraph 2 of this article shall be considered approved if neither aeronautical authority notifies the other aeronautical authority of any objection to such tariffs within 30 (thirty) days following the date of their submission for approval.

4. If the designated airlines cannot reach agreement on the tariffs, or if the tariffs established by them are not approved in their entirety, such tariffs shall be negotiated and, at the same time, approved by the aeronautical authorities.

5. If the aeronautical authorities fail to reach agreement on a tariff in accordance with the provisions of paragraph 4 of this article, the dispute shall be settled in accordance with the procedure specified in article 15 of this Agreement.

6. A tariff agreed upon in accordance with this article shall remain in effect until a new tariff, approved in accordance with the same procedure, is established. Where the establishment of a new tariff is proposed and, for that purpose, negotiations are arranged in accordance with the foregoing paragraphs of this article, the existing tariff shall remain in effect but not for more than 12 (twelve) months from the date proposed for the introduction of the new tariff.

Article 14. 1. This Agreement may be amended or supplemented by mutual agreement between the Parties. To that end, each Contracting Party shall give careful and favourable consideration to any proposal submitted by the other Contracting Party. Any amendment or addition agreed upon shall enter into force when the Contracting Parties have notified each other of the completion of the formalities required by their legislation concerning the entry into force of international agreements.

2. The annex to the Agreement may also be amended or supplemented by the aeronautical authorities. Any amendment or addition to the annex shall enter into force after mutual confirmation by means of an exchange of notes through the diplomatic channel.

3. Negotiations concerning amendments or additions to the Agreement or its annex shall begin within 60 (sixty) days following receipt of the request.

Article 15. Any dispute concerning the interpretation or application of this Agreement or its annex shall be settled by direct negotiations between the aeronautical authorities. If the aeronautical authorities do not succeed in reaching agreement, the dispute shall be settled through the diplomatic channel.

Article 16. 1. The aeronautical authorities shall consult each other periodically with a view to ensuring that the provisions of this Agreement are respected and implemented.

2. This Agreement and its annex shall, by negotiation between the Contracting Parties, be made to conform with any multilateral convention which may become applicable to both Contracting Parties.

3. This Agreement and its annex, and any amendments and additions thereto, shall be registered with the International Civil Aviation Organization.

Article 17. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In that event, the Agreement shall cease to have effect 12 (twelve) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of this period.

In the absence of acknowledgement of receipt of the notice by the other Contracting Party, such notice shall be deemed to have been received 14 (fourteen) days after the date on which it was received by the International Civil Aviation Organization.

Article 18. 1. This Agreement shall be applied provisionally as from the day of its signature and shall enter into force on the date on which the Contracting Parties notify each other of the completion of the formalities required by their legislation concerning the entry into force of international agreements.

2. The Agreement is concluded for a period of 5 (five) years from the date of its entry into force and shall be renewed for successive periods of 5 (five) years unless one of the Contracting Parties denounces it in writing in accordance with the foregoing article.

DONE at Bucharest on 6 November 1976, in two original copies in the Romanian, Arabic and French languages, all the texts being equally authentic, and in case of dispute the French text shall prevail.

For the Government of the Socialist Republic of Romania:

[GHEORGHE BADEA]

For the Government of the Islamic Republic of Mauritania:

[KEBIR OULD SELDAMY]

ANNEX

A

SCHEDULES OF ROUTES

I

Routes on which scheduled air services are to be operated by the airline designated by the Government of the Socialist Republic of Romania

Points in the Socialist Republic of Romania: Bucharest–Otopeni;

Intermediate points: Tunis, Tripoli, Casablanca or Rabat (without traffic rights), Lisbon, Madrid;

Points in the Islamic Republic of Mauritania: Nouakchott;

Points beyond: Dakar (without traffic rights), Lagos, Accra, Brazzaville;

And subsequently: Havana and another point in Latin America to be established, when they so desire, by the aeronautical authorities of the two countries, in both directions.

II

Routes on which scheduled air services are to be operated by the airline designated by the Government of the Islamic Republic of Mauritania

Points in the Islamic Republic of Mauritania: Nouakchott;

Intermediate points: Tunis, Tripoli, Casablanca or Rabat (without traffic rights), Lisbon, Madrid;

Points in the Socialist Republic of Romania: Bucharest–Otopeni;

Points beyond: Helsinki (without traffic rights), Moscow, Warsaw, Peking;

And subsequently: Tehran and a point in Pakistan to be established, when they so desire, by the aeronautical authorities of the two countries, in both directions.

B

1. Any point or points on the specified routes may be omitted on all flights or on a particular flight, in the interests of the designated airline concerned.

2. The aeronautical authorities of the Contracting Parties may agree on other points situated in third countries where either designated airline may take on or set down passengers, cargo or mail travelling to or from the territory of the Socialist Republic of Romania or of the Islamic Republic of Mauritania.

3. Additional flights may take place at the prior request of either designated airline.

4. Either Contracting Party may withdraw the traffic rights granted to the designated airline of the other Contracting Party between any intermediate point or point beyond and its territory as soon as its own designated airline begins to operate a regular air service between the same intermediate point or point beyond and its territory.

This right may be exercised only after 5 (five) years have elapsed from the date of signature of this Agreement and 6 (six) months' prior notice has been given to the other Contracting Party through the diplomatic channel.