

**No. 16970**

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**ROMANIA  
and  
POLAND**

**Agreement on civil air transport (with annex). Signed at  
Bucharest on 29 January 1977**

*Authentic texts: Romanian, Polish and Russian.*

*Registered by Romania on 14 September 1978.*

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**ROUMANIE  
et  
POLOGNE**

**Accord relatif aux transports aériens civils (avec annexe).  
Signé à Bucarest le 29 janvier 1977**

*Textes authentiques : roumain, polonais et russe.*

*Enregistré par la Roumanie le 14 septembre 1978.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC ON CIVIL AIR TRANSPORT

The Government of the Socialist Republic of Romania and the Government of the Polish People's Republic, hereinafter referred to as the "Contracting Parties",

Desiring to facilitate the strengthening of relations between the two friendly socialist countries,

Considering that the further development of relations between them in the field of civil aviation requires the conclusion of a new agreement on civil air transport,

Have agreed as follows:

*Article 1.* For the purposes of this Agreement and the annex thereto, which is an integral part thereof, the following terms, unless the text indicates otherwise, have the following meanings:

(a) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944,<sup>2</sup> to which the Socialist Republic of Romania and the Polish People's Republic are parties, including the annexes and amendments adopted on the basis of articles 90 and 94 of the Convention, in so far as those annexes and amendments have been applied by both Contracting Parties;

(b) The expression "aeronautical authorities" means, in the case of the Socialist Republic of Romania, the Department of Civil Aviation or any other organ authorized to perform the functions of aeronautical authorities, and in the case of the Polish People's Republic, the Civil Aviation Board of the Ministry of Communications, or any other organ authorized to perform the functions of aeronautical authorities;

(c) The expression "agreed services" means the air services referred to in the annex to this Agreement;

(d) The expression "designated airline" means an airline designated by a Contracting Party to operate the agreed services.

*Article 2.* 1. Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating international air services on the routes specified in the annex to this

<sup>1</sup> Applied provisionally from 29 January 1977, the date of signature, and came into force definitively on 25 June 1977, the date of the exchange of notes confirming its approval, in accordance with the law of each Contracting Party, in conformity with article 18.

<sup>2</sup> 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.

Agreement. The said services and routes shall hereinafter be referred to as "agreed services" and "specified routes" respectively.

2. Each designated airline shall be granted the following rights for the operation of its aircraft:

- (a) To fly over the territory of the other State without landing;
- (b) To land in the territory of the other State for non-commercial purposes;
- (c) To embark and to disembark in the territory of one State, in international service, passengers, cargo and mail destined for or coming from the territory of the other State and those destined for or coming from intermediate points and points beyond, situated in the territory of third States, under the conditions stipulated in this Agreement and the annex.

3. Nothing in this article shall be deemed to confer on the airline of one Contracting Party the right of embarking passengers, cargo and mail in order to transport them between points in the territory of the other State, for remuneration or hire.

*Article 3.* 1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services on the specified routes. The designation shall be communicated in writing by the aeronautical authorities of one Contracting Party to the aeronautical authorities of the other Contracting Party.

2. On receipt of the communication, the other Contracting Party shall be obliged to grant the designated airline the appropriate operating authorization without unwarranted delay, having due regard for the provisions of paragraphs 3 and 4 of this article.

3. The aeronautical authorities of one Contracting Party shall be entitled, before the operating authorization is granted to the airline of the other Contracting Party, to require that airline to prove that:

- (a) It meets the conditions laid down in the laws and regulations regularly and reasonably applied by the said aeronautical authorities for the operation of airlines;
- (b) The bulk of the airline's property and actual control over the airline are in the hands of the other Contracting Party or of nationals of that Contracting Party.

4. Each Contracting Party shall have the right to delay or deny the issuance of the operating authorization if it has not received proof that the airline designated by the other Contracting Party meets the conditions referred to in paragraph 3.

5. The airline designated in the manner described above may, at its own discretion, begin full or partial operation of the agreed services, immediately or later.

*Article 4.* 1. Each Contracting Party shall reserve the right to revoke the operating authorization, or to suspend temporarily the other Contracting Party's designated airline's exercise of the rights defined in article 2 of this Agree-

ment, or to impose such conditions as it deems necessary in connection with the exercise of those rights, in the following situations:

- (a) When it has not received proof that the bulk of the airline's property and the actual control over the airline are in the hands of the Contracting Party which has designated the airline or of nationals of that Contracting Party, or
- (b) When the designated airline does not comply with the laws and regulations of the Contracting Party granting those rights, or
- (c) When the designated airline's operation of the agreed services does not conform to the conditions laid down in this Agreement.

2. The said right shall be exercised only after one Contracting Party has notified the other Contracting Party of its intention to exercise it and if negotiations between the aeronautical authorities of the Contracting Parties have not led to agreement within 30 (thirty) days after receipt of such notification, except where the application of such measures is urgently needed in order to prevent further violations of existing laws and regulations.

*Article 5.* 1. The rates applied to air transport to or from the territory of the other State shall, in so far as possible, be set by agreement between the airlines designated by the Contracting Parties at a reasonable level. All determining factors, such as operating costs and a reasonable profit, as well as the rates applied by airlines serving all or part of the same route, shall be taken into account when setting the rates. In setting the rates, the designated airlines shall, in so far as possible, also take into account the rate-setting procedure applied in international practice.

2. The rates agreed between the designated airlines shall be submitted for approval to the aeronautical authorities of the Contracting Parties 60 (sixty) days before the proposed date of their entry into force. In special cases the time-limit may be reduced if the aeronautical authorities so agree.

3. Rates submitted for approval in accordance with paragraph 2 of this article shall be deemed to have been approved if neither aeronautical authority has signified its non-agreement to the said rates within 30 (thirty) days from the date on which they are submitted for approval.

4. If the designated airlines cannot agree on the rates, or if the established rates are not approved in their entirety, the said rates shall be adjusted by negotiation and shall be approved simultaneously by the aeronautical authorities.

5. If the aeronautical authorities do not agree on the rates in accordance with paragraph 4 of this article, the disagreement shall be resolved on the basis of the procedure provided for in article 14 of this Agreement.

6. The rates set in accordance with this article shall remain in force until new rates, to be approved in accordance with the same procedure, are set. If the establishment of new rates is proposed and negotiations to that end are conducted on the basis of the preceding paragraphs of this article, the old rates shall remain in force, but for no more than 12 (twelve) months from the proposed time-limit for the entry into force of the new rates.

*Article 6.* 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 operating the agreed services, each designated airline shall take into account the interests of the airline designated by the other Contracting Party, so as not to affect unduly the air services which the latter airline operates on all or part of the same route.

3. The operation of agreed services by the designated airline of each Contracting Party shall be so organized as to ensure a reasonable proportion between the volume of traffic and full satisfaction of the existing and reasonably foreseeable demand for the transport of passengers, cargo and mail destined for or coming from the territory of the other State.

4. The rights granted to each Contracting Party's designated airline to embark and disembark, in the territory of the other State, passengers, cargo and mail destined for or coming from the territory of third states shall be exercised in accordance with the general principles of the further development of international air transport in such a way that the transport capacity offered in each of the agreed services meets:

- (a) The demand for air transport to and from the territory of the airline's own State;
- (b) The demand for air transport within the area traversed by the air service operated by the airline designated by each Contracting Party, with due regard for the air services operated by the local airlines of other countries in that area; and
- (c) The requirements of economical operation of the air service as a whole.

*Article 7.* 1. The designated airlines shall agree on the transport capacity to be ensured for passengers, cargo and mail on timetables (indicating the frequency and the days of flights and the types of aircraft used), and on the economic and technical conditions for operating the agreed services.

The agreements reached shall be submitted for approval to the aeronautical authorities in accordance with the regulations of each Contracting Party.

2. The timetables established in accordance with paragraph 1 of this article shall be submitted for approval to the aeronautical authorities 60 (sixty) days before such timetables enter into force.

3. If the designated airlines cannot reach agreement on a timetable, one shall be established by the aeronautical authorities. The same procedure shall apply when the designated airlines cannot reach agreement on subsequent changes in existing timetables. In the latter case, the existing timetable shall remain in force for 6 (six) months, during which time the aeronautical authorities shall endeavour to establish new timetables.

4. At the request of either aeronautical authority, the aeronautical authority of the other Contracting Party shall provide it with statistical data regarding the designated airline's use of the offered carrying capacity on the routes specified in the annex to this Agreement. The said statistical data shall, in so far as possible, include the information needed to establish the volume, origin and destination of air traffic.

*Article 8.* 1. The airline designated by each Contracting Party shall have the right to maintain in the territory of the other State one agency with the commercial and technical personnel appropriate to the amount of work it performs.

The designated airlines shall decide by agreement the number of persons required for their agencies, subject to the consent of the aeronautical authorities.

2. The persons referred to in paragraph 1 of this article must, unless otherwise agreed by the Contracting Parties, be nationals of the State to which the designated airline belongs.

3. The competent authorities of each Contracting Party shall provide the assistance needed to facilitate the work of the agency of the airline designated by the other Contracting Party for the purpose of operating the agreed services.

*Article 9.* 1. Settlements and payments between the designated airlines shall be made in accordance with the provisions of payment agreements binding on both countries and in accordance with the currency regulations in force in their territories.

2. Income earned by the designated airline of either Contracting Party in the territory of the other State shall be exempt from all taxes and duties.

*Article 10.* Neither Contracting Party shall levy any taxes or duties on the remuneration of the other Contracting Party's personnel assigned to work pursuant to article 8 of this Agreement.

*Article 11.* 1. The aircraft of the airline designated by each Contracting Party and used in international air traffic shall, on arrival or stay in, and departure from, the territory of the other State, be exempt from customs duties, inspection fees and other such duties and charges. Sums which constitute payment for services rendered shall not be exempt from duties or other charges.

2. Fuel, lubricants, spare parts, on-board equipment and supplies (including provisions, beverages, tobacco and consumer goods in small quantities, intended for sale on board the aircraft) shall, on arrival in the territory of either State, during storage therein and on departure therefrom, be exempt from the duties and taxes referred to in paragraph 1 of this article if they are intended for use on board the aircraft or by the aircraft of the airline designated by the other Contracting Party.

3. Office equipment, furniture, commercial papers and documents (including airline tickets, bills of lading and exchange vouchers) and advertising material shall, on arrival in the territory of either State, during storage therein and on departure therefrom, be exempt from the duties and charges referred to in paragraph 1 of this article if they are intended for use by the airline designated by the other Contracting Party.

4. The Contracting Party granting such exemption shall have the right to require that articles exempted pursuant to the preceding paragraphs should be held under appropriate customs control.

5. The exemptions referred to in paragraphs 1, 2 and 3 shall not apply to articles which are used otherwise than for their intended purpose by the airline designated by one Contracting Party in the territory of the other State.

6. Ordinary on-board equipment and articles or supplies which are on board the aircraft of the airline designated by each Contracting Party shall be disembarked in the territory of the other State only with the consent of the customs authorities of the latter State.

*Article 12.* Fees and other charges for the use of airports, including their installations, technical and other facilities and services, as well as charges for the use of navigational and communications facilities and services, shall be levied in accordance with the rates established in the country concerned, due account being taken of the provisions of multilateral agreements of which the Contracting Parties are signatories.

*Article 13.* 1. The air corridors and frontier crossing points for the routes indicated in the annex to this Agreement shall be established independently by each State in its own territory.

2. The laws and regulations applicable in the territory of each State with regard to the arrival, stay and departure of aircraft used in international air navigation and to the operation, navigation and flying of such aircraft while within the limits of that territory shall be applied to the aircraft of the designated airline of the other Contracting Party.

3. The laws and regulations applicable in the territory of each State with regard to the arrival, stay and departure of aircraft crews, passengers, cargo and mail and those which concern formalities relating to entry, stay, departure and transit or which concern customs and health inspection shall be applied to the crews of the aircraft of the airline designated by the other Contracting Party and to passengers, cargo and mail carried by such aircraft while within the limits of those territories.

*Article 14.* 1. The aeronautical authorities of the Contracting Parties shall, in a spirit of close co-operation, hold consultations for the purpose of ensuring compliance with and observance of the provisions of this Agreement.

2. The Contracting Parties may at any time request the holding of negotiations on the interpretation, application and amendment of the Agreement or on any other disputed question arising out of the Agreement. Negotiations shall begin within 60 (sixty) days after one of the Contracting Parties receives appropriate notification through the diplomatic channel, except where the request has been made on the basis of article 4, paragraph 2, of this Agreement. In the latter case, the period shall be 14 (fourteen) days after notification.

3. If agreement on the disputed questions is not reached by the aeronautical authorities of the Contracting Parties in the negotiations held in accordance with paragraph 2 above, the questions shall be settled through the diplomatic channel.

*Article 15.* 1. Amendments and additions to this Agreement shall take effect as from the date of the exchange of diplomatic notes, subject to the reservation contained in paragraph 2 below.

2. Amendments and additions to the annex to this Agreement shall take effect on the basis of an understanding between the aeronautical authorities of the Contracting Parties.

*Article 16.* This Agreement shall remain in force until one of the Contracting Parties notifies the other Contracting Party through the diplomatic channel of its intention to denounce it. In that case, this Agreement shall cease to have effect upon the expiry of 12 (twelve) months after the date on which notification is received by the other Contracting Party, unless the denunciation is withdrawn by agreement before the expiry of the aforementioned term.

*Article 17.* This Agreement and all amendments and additions made thereto in accordance with article 15 shall be registered with the International Civil Aviation Organization.

*Article 18.* 1. This Agreement shall enter into force provisionally on the date of its signature.

2. This Agreement shall enter into force definitively on the date of the exchange of notes confirming the approval, in accordance with the law of each Contracting Party, of this Agreement and of the Protocol<sup>1</sup> on the abrogation of the Agreement concerning air services between the Republic of Poland and the Kingdom of Romania signed at Bucharest on 9 August 1947.<sup>2</sup>

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their Governments, have signed this Agreement.

DONE at Bucharest on 29 January 1977, in duplicate in the Romanian, Polish and Russian languages, all texts being equally authentic. In case of disagreement as to interpretation, the text in the Russian language shall be considered authoritative.

For the Government  
of the Socialist Republic of Romania:

[AUREL RĂICAN]

For the Government  
of the Polish People's Republic:

[ROMUALD PIETRASZEK]

#### ANNEX

I. The Government of the Socialist Republic of Romania designates for the operation of the agreed services specified in paragraph III of this annex the airline TAROM—Romanian Air Transport.

II. The Government of the Polish People's Republic designates for the operation of the agreed services specified in paragraph III of this annex the airline LOT—Polish Airlines.

III. Agreed services:

(a) For the airline TAROM:

1. Bucharest–Budapest–Warsaw;
2. Bucharest–Warsaw—one point beyond;
3. Seasonal lines between the Socialist Republic of Romania and the Polish People's Republic.

(b) For the airline LOT:

1. Warsaw—intermediate point (chosen by LOT in a socialist country)—Bucharest;
2. Warsaw–Bucharest—one point beyond;
3. Seasonal lines between the Polish People's Republic and the Socialist Republic of Romania.

IV. Full commercial rights shall be granted for intermediate points.

<sup>1</sup> See p. 437 of this volume.

<sup>2</sup> United Nations, *Treaty Series*, vol. 12, p. 363.

Points beyond that are not named in paragraph III of this annex and the commercial rights relating to such points shall be established by agreement between the designated airlines and approved by the aeronautical authorities.

For seasonal lines, if the designated airlines agree on the need to organize them, the airlines shall, with a view to ensuring mutually advantageous economic conditions and greater efficiency in handling tourist traffic, conclude an appropriate agreement, which shall be submitted to the aeronautical authorities for approval.

If it should be expedient to organize regular charter flights in order to meet the needs of tourist traffic, the aeronautical authorities of the two Contracting Parties shall analyse the matter and decide it jointly in an equitable manner.