

**No. 16972**

—

**ROMANIA  
and  
BURUNDI**

**Agreement concerning civil air transport (with annex).  
Signed at Bucharest on 14 July 1977**

*Authentic texts: Romanian and French.*

*Registered by Romania on 14 September 1978.*

—————

**ROUMANIE  
et  
BURUNDI**

**Accord relatif aux transports aériens civils (avec annexe).  
Signé à Bucarest le 14 juillet 1977**

*Textes authentiques : roumain et français.*

*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 REPUBLIC OF BURUNDI CONCERNING CIVIL AIR TRANSPORT

The Government of the Socialist Republic of Romania and the Government of the Republic of Burundi,

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

Desiring to conclude an agreement for the purpose of establishing regular air services between and beyond the territory of the Socialist Republic of Romania and the territory of the Republic of Burundi,

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, unless the context otherwise requires:

(a) The term “Convention” means the Convention on International Civil Aviation concluded at Chicago on 7 December 1944,<sup>2</sup> to which the Socialist Republic of Romania and the Republic of Burundi are parties, including the annexes and amendments adopted under articles 90 and 94 of that Convention in so far as those amendments and annexes have been adopted by both Contracting Parties;

(b) The term “Contracting Parties” means, on the one hand, the Government of the Socialist Republic of Romania and, on the other hand, the Government of the Republic of Burundi;

(c) The term “aeronautical authorities” means, in the case of the Socialist Republic of Romania, the Department of Civil Aviation and, in the case of the Republic of Burundi, the Ministry of Transport and Aeronautics or, in both cases, any person or agency authorized to perform the functions exercised at present by those aeronautical authorities;

(d) The term “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;

(e) The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” shall have the meanings assigned to them in article 96 of the Convention;

<sup>1</sup> Applied provisionally from 14 July 1977, the date of signature, and came into force definitively on 5 May 1978, the date on which the Contracting Parties notified each other of the completion of their legislative formalities, in accordance with article 19 (1).

<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.

(f) The term “tariff” means the prices to be paid for the carriage of passengers, cargo and mail and the conditions on which those prices are based.

*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. Each Contracting Party shall grant to aircraft of the airline providing an international air service 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 in accordance with 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 or 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 effect civil air transport operations for the carriage of passengers, cargo and mail, for remuneration, to or from a point in the territory of the other State.

*Article 3.* 1. Each Contracting Party shall have the right to designate an airline 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, subject to the provisions of paragraphs 3 and 4 of this article, grant the necessary operating permit without delay.

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 require, for the exercise of the rights specified in article 2 of this Agreement, proof that substantial ownership and effective control of the designated airline are vested in the State whose Government is the Contracting Party designating it or in nationals of the State to which that airline belongs.

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.

*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 to temporarily 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 if:

- (a) In any case where substantial ownership and effective control of the designated airline are not vested in the State whose government is the Contracting Party designating it or in nationals of the State to which the airline belongs, 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 this Agreement and its annex.

2. Each Contracting Party shall have the right temporarily to suspend the rights specified in article 2 of this Agreement or to revoke the operating permit 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. The designated airlines of the two Contracting Parties shall enjoy fair and equal treatment in operating 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 operated by the latter designated airline on all or part of the same routes.

3. The operation of the agreed services by the designated airline of each Contracting Party shall be organized in such a way as to provide a transport capacity corresponding to anticipated requirements for traffic to and from the territory of the other Contracting Party.

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 territories of third States shall be exercised with due regard for the orderly development of international air traffic so that the transport capacity offered is suited to:

- (a) The requirements of traffic originating in or destined for the territory of the Contracting Party which designated the airline;
- (b) The requirements of traffic of the areas through which the airline passes, taking into account local and regional services; and
- (c) The requirements of economical operation of international and transit air services.

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 the commencement of the agreed services. The transport capacity initially agreed upon and the changes in transport capacity subsequently agreed upon by the aeronautical authorities shall be confirmed in accordance with the regulations in force in each country.

*Article 6.* 1. The designated airlines shall agree, in due time, upon schedules which shall include the frequency of services, the days of operation and the types of aircraft to be used, as well as upon the economic and technical conditions for operation of the agreed services. Such information shall be sub-

mitted for approval to the aeronautical authorities in accordance with the regulations in force in each State.

2. The schedules established in accordance with paragraph 1 of this article shall be submitted for approval to the aeronautical authorities 60 (sixty) days before commencement of the operation of the agreed services. The aeronautical authorities of the two Contracting Parties may, by mutual agreement, reduce the time-limit of 60 (sixty) days in the event of changes in the schedules.

Additional flights shall take place at the request of either designated airline.

3. If the designated airlines cannot reach agreement on the schedules, the latter shall be established by the aeronautical authorities. The same procedure shall be followed if the designated airlines cannot reach agreement on changes in the schedules in effect. In that event, the existing schedules shall remain in effect for six months, during which period the aeronautical authorities shall make every effort to establish new schedules.

4. At the request of one aeronautical authority, the aeronautical authority of the other Contracting Party shall furnish it with statistical data concerning 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 facilitate the work of the office of the designated airline of the other Contracting Party in operating the agreed services.

*Article 8.* 1. The air corridors and frontier overflight points on the routes specified in the annex to this Agreement shall be determined freely by each State in its own territory.

2. The laws and other regulations applicable, in the territory of each State, to the entry, stay and departure of aircraft engaged in international air navigation and to the operation, navigation and piloting of such aircraft in its territory shall also apply to aircraft of the designated airline of the other Contracting Party.

*Article 9.* 1. Aircraft of the designated airlines used for the agreed services shall bear their own nationality and registration marks.

2. Any aircraft used for the agreed services shall carry the following documents:

(a) The certificate of registration;

- (b) The certificate of airworthiness;
- (c) The certificates of competency, licences or certificates of the crew members;
- (d) The journey log book of the aircraft;
- (e) The radio operating licence of the aircraft;
- (f) The other aircraft documents prescribed by the regulations of either Contracting Party.

3. Each Contracting Party shall recognize as valid the certificates of airworthiness of the aircraft and the certificates of competency and the licences or certificates of the crew members issued or rendered valid by the other Contracting Party.

4. Each Contracting Party reserves the right, however, not to recognize as valid the certificates of competency and the licences or certificates of the crew members which have been issued or rendered valid in respect of its own nationals by the other Contracting Party or by any other State.

*Article 10.* 1. If an aircraft of the designated airline of one Contracting Party should meet with an accident or be in danger in the territory of the other State, the aeronautical authority of the State in whose territory the accident occurred or the danger arose shall take the following measures:

- (a) Render any necessary assistance to the crew and passengers;
- (b) Notify the other aeronautical authority without delay of the circumstances and causes of the accident or the danger;
- (c) Ensure the safety of the aircraft and its contents, including baggage, cargo and mail;
- (d) Conduct an inquiry into the circumstances and causes of the accident or the danger;
- (e) Afford the representatives of the other Contracting Party, the representatives of the designated airline to which the aircraft belongs and the expert from the factory which built the aircraft all necessary facilities for attending the inquiry as observers and access to the aircraft;
- (f) Release the aircraft and its contents as soon as they are no longer needed for the inquiry;
- (g) Report the findings of the inquiry to the other aeronautical authority and, at its request, send it a copy of the complete file on the inquiry.

2. The crew members of the aircraft meeting with the accident or finding itself in danger and the designated airline to which the aircraft belongs shall comply with the regulations of the State in whose territory the accident occurred, particularly as regards the provision of information to the persons conducting the inquiry.

*Article 11.* 1. The aircraft of the designated airline, their regular equipment, their supplies of fuels and lubricants and aircraft stores—including food, beverages, tobacco and other products 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.

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 operated on 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 into the territory of the other State for the maintenance or repair of aircraft of the designated airline operated on 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 Contracting Parties agree that the regulations governing taxes and other charges on the receipts and profits earned by the designated airlines in the territory of the other State, on the remuneration of the staff of the offices of the designated airlines, other than residents of the State in whose territory the office is situated, as well as on the transfer of profits earned, etc., shall be the subject of a payments agreement between the competent authorities of the two States for the avoidance of double taxation.

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

*Article 12.* Fees and other charges due for the use of airports, installations and technical equipment in the territory of the Socialist Republic of Romania and in the territory of the Republic of Burundi shall be payable in accordance with the official tariffs 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 13.* Crew, passengers and shippers of cargo and mail and third parties acting on their account and in their name shall comply with the laws and regulations applicable in the territory of each Contracting Party to the entry, stay and departure of crew, passengers, cargo and mail, such as the formalities relating to entry, departure, immigration, emigration, passports, clearance formalities, customs, health regulations and currency regulations.

*Article 14.* 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 Contracting Party, 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 the customs regulations.

*Article 15.* 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 at reasonable levels. In the establishment of such tariffs, account shall be taken of all relevant factors, such as cost of operation and reasonable profit, and the tariffs charged by the airlines operating on the whole or part of the same route. The designated airlines shall also take account, as far as possible, 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 fail to 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 17 of this Agreement.

6. A tariff agreed upon in accordance with this article shall remain in effect until a new tariff which shall be approved in accordance with the same procedure is established. Where a new tariff is proposed in accordance with the procedures specified in the foregoing paragraphs of this article, the existing tariff shall remain in effect for a period not exceeding 12 (twelve) months from the date on which the new tariff is proposed.

*Article 16.* 1. This Agreement may be amended or supplemented by mutual agreement between the two 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 be amended or supplemented by the aeronautical authorities. Any amendment to the annex shall enter into force after mutual confirmation by means of an exchange of notes through the diplomatic channel.

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

*Article 17.* 1. If a dispute concerning the interpretation or application of this Agreement cannot be settled by direct negotiations, either between the aeronautical authorities or between the Governments of the Contracting Parties, through the diplomatic channel, it shall be submitted to an arbitral tribunal, at

the request of either Contracting Party and by agreement with the other Contracting Party.

2. The tribunal shall consist of three members. Each Contracting Party shall appoint one arbitrator, and the two arbitrators shall, by mutual agreement, appoint a national of a third country as Chairman.

If the two arbitrators have not been appointed within two months of the date on which one Contracting Party proposes the settlement of the dispute by arbitration, or if, in the course of the following month those arbitrators have not agreed on the appointment of a Chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

3. Unless otherwise decided, the tribunal shall establish its own rules of procedure and choose its own meeting place.

4. The tribunal shall take its decisions by majority vote.

5. The Contracting Parties undertake to comply with any interim decision taken in the course of the arbitration proceedings as well as with the arbitral award, which shall in all cases be considered final.

6. If and so long as either Contracting Party fails to comply with the decisions of the arbitrators or with the arbitral award, the other Contracting Party may limit, suspend or revoke the rights or privileges which it has granted under this Agreement to the Contracting Party in default.

7. Each Contracting Party shall bear the cost of the remuneration of its own arbitrator and of half the remuneration of the Chairman appointed.

*Article 18.* 1. The aeronautical authorities shall consult each other periodically with a view to ensuring that this Agreement be respected and implemented.

2. The Governments of the two countries shall ensure that this Agreement and its annex are made to conform with any multilateral Convention binding on both Contracting Parties.

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

*Article 19.* 1. The provisions of this Agreement and its annex shall be applied provisionally as from the date of signature. They shall enter into force on the date on which the two Contracting Parties notify each other, through the diplomatic channel, of the completion of their legislative formalities.

2. The Agreement is concluded for a period of 5 (five) years from the date of its entry into force and shall be renewed each time for successive periods of 5 (five) years unless one of the Contracting Parties denounces it in writing 12 (twelve) months before the expiry of the current term. The denunciation of the Agreement shall also be notified to the International Civil Aviation Organization.

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

DONE at Bucharest on 14 July 1977 in two original copies in the Romanian and French languages, both texts being equally authentic.

For the Government  
of the Socialist Republic of Romania:

[Signed]

AUREL RĂICAN  
Chief, Department of Civil Aviation

For the Government  
of the Republic of Burundi:

[Signed]

LADISLAS BARUTWANAYO  
Minister of Transport  
and Aeronautics

## 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:

—Point in the Socialist Republic of Romania: Bucharest

—Point in the Republic of Burundi: Bujumbura in both directions.

II. Routes on which scheduled air services are to be operated by the airline designated by the Government of the Republic of Burundi:

—Point in the Republic of Burundi: Bujumbura

—Point in the Socialist Republic of Romania: Bucharest in both directions.

### B.

The intermediate points and points beyond for the two designated airlines shall be established by the aeronautical authorities of the Contracting Parties at a later date, through an exchange of letters, in accordance with article 16, paragraph 2, of the Agreement.

---