# No. 16961

## ROMANIA
## and
## AUSTRIA

## Agreement concerning civil air transport (with annex). Signed at Bucharest on 14 July 1975

*Authentic texts: Romanian and German.*

*Registered by Romania on 14 September 1978.*

## ROUMANIE
## et
## AUTRICHE

## Accord relatif aux transports aériens civils (avec annexe). Signé à Bucarest le 14 juillet 1975

*Textes authentiques : roumain et allemand.*

*Enregistré par la Roumanie le 14 septembre 1978.*

[TRANSLATION — TRADUCTION]

# AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA AND THE AUSTRIAN FEDERAL GOVERNMENT CONCERNING CIVIL AIR TRANSPORT

The Government of the Socialist Republic of Romania and the Austrian Federal Government,

Wishing to develop 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 their respective countries,

Have appointed their plenipotentiaries, who have agreed as follows:

*Article 1.* For the purposes of the application of this Agreement and its annex:

(*a*) The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944[2], to which both Contracting States are parties;

(*b*) The term "aeronautical authorities" means, in the case of the Socialist Republic of Romania, the Civil Aviation Command–Tarom of the Ministry of National Defence and, in the case of the Republic of Austria, the Federal Ministry of Transport or, in both cases, any agency authorized under the law of the Contracting Parties to perform the functions exercised at the present time by the aforesaid authorities;

(*c*) The term "designated airline" means an airline which has been designated by one of the Contracting Parties, in accordance with article 3 of this Agreement, to operate the agreed air services.

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

2. The designated airline of each Contracting Party shall enjoy the following rights:

(*a*) To fly without landing over the territory of the other Contracting Party;

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

(*c*) To take on and set down in that territory, as part of the agreed services, international traffic in passengers, cargo and mail in accordance with the conditions prescribed in this Agreement and its annex.

[1] Came into force on 29 December 1975, i.e., 60 days after the date of the exchange of diplomatic notes by which the Contracting Parties notified each other of the completion of their constitutional formalities in accordance with article 18.

[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.

3. Nothing in this Agreement may 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 and travelling to another point in the territory of that other Contracting Party (cabotage).

*Article 3.* 1. Each Contracting Party shall have the right to designate an airline to operate the agreed services. The Contracting Parties shall notify one another in writing of such designation.

2. The Contracting Party receiving notification of such designation shall, without delay, grant the designated airline of the other Contracting Party the necessary operating permit, subject to the provisions of paragraphs 3 and 4 of this article.

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

4. Each Contracting Party shall be entitled to withhold the operating permit referred to in paragraph 2 of this article or to impose such conditions as it may deem necessary for the exercise by the designated airline of the rights specified in article 2 of this Agreement in any case where that Contracting Party has no proof that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. Upon receiving the operating permit referred to in paragraph 2 of this article the designated airline may begin at any time to operate any of the agreed services.

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

(*a*) In any case where it has no proof that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of that Party, or

(*b*) In the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting the rights in question, or

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

2. Unless revocation, suspension or establishment of the conditions provided for in paragraph 1 of this article are immediately necessary to prevent further infringements of the laws and regulations, such right may be exercised only after consultation with the other Contracting Party.

*Article 5.* 1. The designated airlines shall enjoy fair and equal opportunities for the operation of the agreed services between the territories of the Contracting Parties.

2. In the operation of the agreed services, the designated airline of each Contracting Party shall take account of the interests of the designated airline

of the other Contracting Party so as to ensure that the air services operated by the latter airline on all or part of the same routes are not unduly affected.

3. The operation of the agreed services shall be closely related to the requirements of the public for transport on the specified routes. The primary objective of any of the agreed services shall be to provide a transport capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating in or destined for the territory of the Contracting Party which designated the airline operating the services in question.

4. The rights granted to each of the designated airlines for the carriage of passengers, cargo and mail between the territory of the other Contracting Party and the territories of third States shall be exercised in accordance with the general principles of development of international air transport whereby the transport capacity offered shall be related 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 area through which the airline passes, after taking into account other air services established by airlines of States situated in the area;

(*c*) The requirements of economical operation of direct services.

*Article 6.* 1. The designated airlines shall agree in good time on schedules covering the frequency of their air services, flight days and types of aircraft. The schedules so agreed shall be submitted in accordance with the rules and regulations of each Contracting Party for approval to the aeronautical authorities at least 30 (thirty) days before commencement of the operation of the services in question.

2. If no agreement is reached between the designated airlines on the aforesaid schedules the aeronautical authorities of the two Contracting Parties shall make efforts to resolve the problem.

3. If the problem cannot be resolved in good time, the existing arrangement concerning frequencies, flight days and types of aircraft shall remain in effect for the following 6 (six) months. During that period the problem shall be settled by the aeronautical authorities.

4. The aeronautical authorities of each Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request statistical data concerning the use of the transport capacity offered by the designated airline of the first Contracting Party on the routes specified in the annex to this Agreement. Such data shall, as far as possible, include the information necessary to determine the amount of traffic carried and its origin and destination.

*Article 7.* 1. The tariffs for any of the agreed services shall be established at reasonable levels having regard to all relevant factors, including cost of operation, reasonable profit, characteristics of each service and the tariffs of other airlines operating over the whole or part of the same route.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be established by agreement between the designated airlines of the two Contracting Parties, after consultation with the other airlines operating over the whole

or part of the same route. The designated airlines shall, as far as possible, reach such agreement by means of the procedure established by the International Air Transport Association (IATA) for the determination of tariffs.

3. The tariffs thus established shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least 30 (thirty) days before the date proposed for their introduction. In exceptional cases, this time-limit may be reduced, with the approval of the aforesaid authorities.

4. If the designated airlines cannot reach an agreement or if the tariffs established by them are not approved by the aeronautical authorities of one of the Contracting Parties, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariffs in question by mutual agreement.

5. If an agreement cannot be reached between the aeronautical authorities in accordance with the provisions of paragraph 4 of this article, the dispute shall be settled in accordance with the procedure specified in article 14 of this Agreement.

6. Subject to the provisions of paragraph 3 of this article, tariffs shall enter into force only after approval by the aeronautical authorities of both Contracting Parties.

7. The tariffs established in accordance with the provisions of this article shall remain in effect until new tariffs are established in accordance with the provisions of this article.

*Article 8.* 1. The aircraft operated on international services by the designated airline of one Contracting Party, as well as their regular equipment, their supplies of fuels and lubricants and aircraft stores (including food, beverages, tobacco and other products intended for sale to passengers during the flight in limited quantities) on board shall be exempt from all customs duties, inspection fees and other duties and charges on arrival in the territory of the other Contracting Party, provided that such equipment, supplies and aircraft 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 in connection with import or export, with the exception of sums owed for services rendered:

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

(*b*) Fuels and lubricants taken on board in the territory of one Contracting Party and intended to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when such supplies are used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;

(*c*) Spare parts and regular airborne equipment introduced into the territory of one Contracting Party for the maintenance or repair of aircraft used on international services by a designated airline of the other Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft operated by a designated airline of one Contracting

Party may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of such territory. In that case, they 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 9.* 1. The laws and regulations of each 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 that 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 entry into, stay in and departure from its territory of passengers, crew, cargo and mail, as well as those relating to entry, departure, emigration and immigration formalities or to customs and health measures, shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while within the aforesaid territory.

3. Fees and other charges due for the use of airports, installations and technical equipment in the territory of one Contracting Party shall be payable in accordance with the rates and tariffs established for general application under the laws and regulations of that Contracting Party.

*Article 10.* 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. The designated airlines shall agree on the number of persons to be employed for this purpose, subject to the approval of the aeronautical authorities.

*Article 11.* 1. The profit, defined by the difference between income 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. Profits derived from the operation of aircraft in international air traffic, and aircraft in international traffic and movable property used for the operation of aircraft shall be taxable only in the Contracting State in which the place of actual management of the airline is situated. Such exemption shall apply to all taxes on income and fortune.

*Article 12.* In a spirit of close collaboration the aeronautical authorities of the Contracting Parties shall consult one another from time to time for the purpose of ensuring that the principles laid down in this Agreement are applied and that the purposes of this Agreement are being satisfactorily achieved.

*Article 13.* 1. If either Contracting Party wishes to amend any provisions in this Agreement it may request a consultation with the other Contracting Party. Any amendment to this Agreement shall take effect 60 (sixty) days after the date of the exchange of diplomatic notes in which the two Contracting Parties notify one another, with respect to such amendments, of the completion of their constitutional formalities concerning the conclusion and entry into force of international agreements.

2. Amendments to the annex to this Agreement may be agreed upon directly between the aeronautical authorities of the Contracting Parties. They shall enter into force after they have been confirmed by an exchange of diplomatic notes.

3. Consultation between the Contracting Parties or between the aeronautical authorities with a view to amending the provisions of this Agreement or its annex shall begin within a time-limit of 60 (sixty) days, reckoned from the date of receipt of a request to that effect.

*Article 14.* Any dispute concerning the interpretation or application of this Agreement or its annex shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the authorities in question fail to reach agreement, the dispute shall be settled through the diplomatic channel.

*Article 15.* This Agreement and its annex and any amendments or modifications thereto shall be registered with the International Civil Aviation Organization.

*Article 16.* This Agreement and its annex shall be brought into conformity, by agreement between the Contracting Parties, with any multilateral convention which may become binding on both Contracting Parties.

*Article 17.* Either Contracting Party may at any time notify the other Contracting Party of its decision to denounce this Agreement. Such notification shall be communicated simultaneously to the International Civil Aviation Organization. The denunciation shall take effect after 12 (twelve) months have elapsed from the date of receipt of notification by the other Contracting Party, unless the denunciation is withdrawn by mutual agreement before the expiry of that time-limit. Failing confirmation of such receipt by the other Contracting Party, notification of denunciation shall be considered to have reached that party 14 (fourteen) days from the date on which the International Civil Aviation Organization received the communication.

*Article 18.* This Agreement shall enter into force 60 (sixty) days after the date of the exchange of diplomatic notes in which the Contracting Parties notify one another of the completion of their constitutional formalities concerning the conclusion and entry into force of international agreements. On that date the Civil Air Transport Agreement of 10 July 1958[1] concluded between the Government of the Socialist Republic of Romania and the Austrian Federal Government shall cease to have effect.

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

DONE at Bucharest on 14 July 1975, in duplicate in the Romanian and German languages, both texts being equally authentic.

For the Government of the Socialist Republic of Romania:

[MANEA MANESCU]

For the Austrian Federal Government:

[BRUNO KREISKY]

[1] United Nations, *Treaty Series*, vol. 353, p. 155.

## ANNEX

### A

This airline designated by the Government of the Socialist Republic of Romania shall be entitled to make regular flights in both directions on the following routes:

| *1. Points of origin* | *2. Points in the territory of the Republic of Austria* |
|---|---|
| Points in the territory of the Socialist Republic of Romania | Vienna |

### B

The airline designated by the Austrian Federal Government shall be entitled to make regular flights in both directions on the following routes:

| *1. Points of origin* | *2. Points in the territory of the Socialist Republic of Romania* |
|---|---|
| Points in the territory of the Republic of Austria | Bucharest |

### C

The two designated airlines shall be entitled to make flights beyond the territory of the other Contracting Party without commercial rights.