

No. 19972

**SPAIN
and
ROMANIA**

**Air Transport Agreement (with annex). Signed at Madrid
on 10 January 1980**

Authentic texts: Spanish, Romanian and English.

Registered by Spain on 29 June 1981.

**ESPAGNE
et
ROUMANIE**

**Accord relatif aux transports aériens (avec annexe). Signé
à Madrid le 10 janvier 1980**

Textes authentiques: espagnol, roumain et anglais.

Enregistré par l'Espagne le 29 juin 1981.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA

The Government of Spain and

The Government of the Socialist Republic of Romania,

Desiring to promote the development of Air Transport between the Socialist Republic of Romania and Spain and to contribute to the fullest extent to international cooperation in this field,

Desiring to apply to the Air Transport the principles and provisions of the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,²

Have agreed as follows:

Article 1. For the purpose of the execution of the present Agreement and the Annex thereto, the following terms, unless the context otherwise requires, will have the following meaning:

a) "Convention" means the Convention on International Civil Aviation, concluded at Chicago on December 7, 1944, including the Annexes and amendments adopted under Articles 90 and 94 of the Convention, so far as those Annexes and amendments have become effective for both Contracting Parties;

b) "Aeronautical Authorities" means, in the case of the Socialist Republic of Romania, the Department of Civil Aviation, and in the case of Spain, the Ministry of Transport and Communications (Subsecretaría de Aviación Civil) or in both cases any person or body authorized to perform the functions presently exercised by the [said] Aeronautical Authorities;

c) "Designated airline" means the Airline which has been designated by each Contracting Party to operate the agreed services, in accordance with the provisions of Article 3 of the present Agreement;

d) "Territories", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings assigned to them in Articles 2 and 96 of the Convention;

e) "Specified routes" means the routes established or to be established in the Annex to the present Agreement;

¹ Applied provisionally from 10 January 1980, the date of signature, and came into force definitively on 28 May 1981, the date of the last of the notifications (effected on 8 October 1980 and 28 May 1981) by which the Contracting Parties informed each other through diplomatic channels of the completion of the constitutional requirements, in accordance with article 21.

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; vol. 1008, p. 213; and vol. 1175, p. 297.

f) "Agreed services" means the international air services which can be operated according to the provisions of the present Agreement in the specified routes;

g) "Tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

Article 2. 1) Each Contracting Party grants to the other Contracting Party the right specified in the present Agreement, for the purpose of establishing international air services on the routes in the Annex thereto.

2) The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- a) To fly without landing across the territory of the other Contracting Party;
- b) To make stops in the said territory for non-traffic purposes;
- c) To make stops in the said territory at points specified for the route in the Annex to the present Agreement for the purpose of putting down and taking on international traffic, passengers, cargo and mail in accordance with the provisions of the Annex to this Agreement, to or from the territory of the other Contracting Party or to or from the territory of other States.

3) Nothing in this Agreement shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking on in the territory of the other Contracting Party, passengers, cargo and mail, with or without remuneration or hire and destined for another point in the territory of the other Contracting Party.

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. Such a designation shall be made by notification in writing between the Aeronautical Authorities of the Contracting Parties.

2) On receipt of such designation, the Aeronautical Authorities of the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant, without delay, the appropriate permission to the airline designated.

3) The Aeronautical Authorities of one Contracting Party may require the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such Authorities in conformity with the provisions of the Convention.

4) Each Contracting Party shall have the right to refuse to grant the operating permissions referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of

that airline are vested in the Contracting Party designating the airline or in its nationals.

5) When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 14 of the present Agreement is in force in respect of those services.

Article 4. 1) Each Contracting Party shall have the right to withhold or to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the designated airline of the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- a) Where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals, or
- b) Where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights, or
- c) Where that airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2) Unless immediate withholding, revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

Article 5. 1) Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies or fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other duties or charges on arriving in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2) There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- a) Aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the Authorities of said Contracting Party, and for use on board aircraft engaged in an international air service of the other Contracting Party;
- b) Spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
- c) Fuel and lubricants destined to supply aircraft operated on international air services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs *a)*, *b)* and *c)* above may be required to be kept under customs supervision or control.

3) The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs Authorities of such territory. In such case, they may be placed under the supervision of the said Authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4) Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control, unless otherwise required for security reasons.

Article 6. Each Contracting Party shall grant to the other Contracting Party the free right to transfer, at the official rate of exchange, the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail and freight by the designated airline of the other Contracting Party. Where a special payment agreement exists between the Contracting Parties, payments shall be effected in accordance with the provisions of that agreement.

Article 7. 1) Each designated airline shall enjoy equal and fair possibilities to operate the agreed services on the routes specified in the Annex to the present Agreement.

2) In operating the agreed services, each designated airline shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect the air services the latter airline operates on the whole or part of the same route.

3) The operation of the agreed services, performed by the designated airline of each Contracting Party shall be organized through a logical correlation of the transport capacity with the complete meeting of the actual and logically predictable demand for the transport of passengers, cargo and mail originating or destined from or for the territory of the other Contracting Party.

4) The rights granted to each designated airline by each Contracting Party to take on or discharge passengers, cargo and mail in the territory of the other Contracting Party destined for or originating from the territories of third States shall, in accordance with the general principles of permanent development of international air services, be exercised in such a way that the transport capacity offered on each agreed service is adapted to:

- a)* The demand of air transportation to and from the territory of each State;
- b)* The demand of air transportation within the area passed through by the designated airline of each Contracting Party, taking into account the air services operated by the local airlines and by those of the other States in the area, and
- c)* The exigency of an economical operation of the entire air service.

5) The transport capacity of passengers, cargo and mail which has to be initially assured shall be agreed upon by the Aeronautical Authorities of the Contracting Parties before starting the operation of the agreed services. Later on, the transport capacity to be assured shall be periodically discussed by these Aeronautical Authorities. The transport capacity initially agreed upon as well as the subsequent changes in transport capacity later agreed upon shall be confirmed according to the regulations in force in each Contracting Party.

Article 8. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such statistical information as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services.

Article 9. 1) The designated airlines of both Contracting Parties shall have the right to maintain, on the territory of the other Contracting Party, the technical and commercial staff necessary for the normal development of operating the agreed services.

2) The designated airlines shall establish the number of staff necessary for their branch office subject to the approval of the Aeronautical Authorities. That staff shall have the nationality of either Contracting Party.

Article 10. 1) The laws and regulations of each Contracting Party, relating to the admission to or departure from its own territory of aircraft engaged in international air navigation, or relating to the operation of such aircraft while within its territory, will be enforced to the aircraft of the airline designated by the other Contracting Party.

2) The laws and regulations controlling the entry, stay and departure of passengers, crew, baggage, mail and cargo, over the territory of each Contracting Party, and also the regulations relating to the entry and departure from the country, such as immigration, customs and sanitary rules will be enforced in such territory to the operations of the airline designated by the other Contracting Party.

Article 11. 1) Every aircraft of either designated airline, used for the agreed services, shall bear its own nationality and registration marks.

2) Every aircraft used for the agreed services shall carry on board the following documents:

- a) Its certificate of registration;
- b) Its certificate of airworthiness;
- c) Certificates of competency and licences or certificates for flight of its crew members;
- d) Its journey log book;
- e) The aircraft radio station licence;

f) The other documents prescribed by the regulations of each Contracting Party and about which the other Contracting Party shall have to be informed.

3) Each Contracting Party shall recognize as valid the certificates of airworthiness, the certificates of competency and the licences or certificates for flight of the crew members which were issued or rendered valid by the other Contracting Party, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the conventions on international civil aviation.

4) Nevertheless, each Contracting Party reserves the right to refuse to recognize as valid the certificates of competency and the licences or certificates for flight of the crew members which were issued or rendered valid for its own nationals by the other Contracting Party or any other State.

Article 12. 1) If an aircraft of a designated airline has an accident or is in distress while in the territory of the other Contracting Party, the Aeronautical Authorities of the Contracting Party in whose territory the accident has taken place or the aircraft has been in distress shall take the following measures:

- a) Give any assistance as might be necessary to the crew and passengers;
- b) Inform without delay the Aeronautical Authorities of the other Contracting Party about the circumstances and causes of the accident or distress;
- c) Ensure the security of the aircraft and its contents (including the baggage, cargo and mail);
- d) Carry out an investigation into the circumstances and causes of the accident or distress;
- e) Provide the representatives of the other Contracting Party, the representatives of the designated airline to which the said aircraft belongs and the expert of the aircraft manufacturer all the facilities enabling them to attend the investigation, as observers, and permitting their access to the aircraft;
- f) Give back the aircraft and its contents as soon as they are no longer necessary for the investigation;
- g) Communicate to the Aeronautical Authorities of the other Contracting Party the results of the investigation and, at its request, send a copy of the whole investigation file.

2) The crew members of the aircraft accidented or in distress and the designated airline to which the said aircraft belongs shall observe the regulations of the State in whose territory the accident has taken place or the aircraft has been in distress, especially concerning the necessary information to be provided to those carrying out the investigation.

Article 13. The taxes and the other amounts to be paid for using airports, installations and technical equipment in the territory of each

Contracting Party shall be levied according to the official tariff level established by the laws and regulations in force in those States and applicable to all aircraft belonging to the foreign airlines that operate similar international air services.

Article 14. 1) The tariffs to be charged for air transportation destined for or originating from the territory of one Contracting Party shall be established, as far as possible, at reasonable levels, by mutual agreement of the designated airlines of the Contracting Parties. When establishing such tariffs due regard shall be paid to all determining factors such as cost of operation and a reasonable profit, as well as to the tariffs the other airlines operating on the whole or part of the same route are charging. When establishing the tariffs, the designated airlines shall also take into account, as far as possible, the international procedure for establishing tariffs.

2) The tariffs agreed upon between the designated airlines shall be submitted for approval to the Aeronautical Authorities of the Contracting Party at least 60 (sixty) days before the proposed date for their coming into force. In special cases, this period may be reduced, subject to the agreement of the Aeronautical Authorities.

3) The tariffs submitted for approval according to paragraph 2 of this Article shall be deemed approved if neither Aeronautical Authority notifies its disapproval to the other Aeronautical Authority within 30 (thirty) days from the date of submission for approval.

4) In case the designated airlines cannot reach an agreement concerning the tariffs or the tariffs established by them have not been approved, the Aeronautical Authorities shall try to reach an agreement.

5) In case the Aeronautical Authorities do not reach an agreement concerning the tariffs according to the provisions of paragraph 4 of the present Article, the dispute shall be settled in accordance with the procedure prescribed in Article 17 of the present Agreement.

6) The agreed tariffs according to the present Agreement shall remain in force until the establishing of a new tariff which shall be approved in accordance with the same procedure. In case the establishment of a new tariff is proposed and negotiations are started for this purpose according to the previous paragraphs of the present Article, the old tariff shall remain in force, but not more than 12 (twelve) months after the proposed date of coming into force of the new tariff.

Article 15. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

Article 16. 1) If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party; such consultation, which may be between the Aeronautical Authorities and which may be through discussion or by

correspondence, shall begin within a period of 60 (sixty) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2) Modifications of the Annex to this Agreement may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties and confirmed by exchange of diplomatic notes.

Article 17. 1) Any dispute relating to the interpretation or application of the Agreement or of its Annex shall be settled by direct negotiations between the Aeronautical Authorities of the two Contracting Parties. In the case when the Aeronautical Authorities fail to reach an agreement, the Contracting Parties shall endeavour to settle the dispute through diplomatic channels.

2) If the dispute cannot be settled according to paragraph 1 of the present Article, it shall, at the request of either Contracting Party—by mutual agreement with the other Contracting Party—be submitted for decision to a tribunal constituted in accordance with the procedure provided in the following paragraph.

3) The arbitration shall be provided by a tribunal formed of three arbitrators, constituted as follows:

a) The Contracting Parties shall appoint an arbitrator, within a period of 60 (sixty) days from the date of receipt, by either Contracting Party from the other, of a notice through diplomatic channels requesting arbitration of the dispute. The two appointed arbitrators, by mutual agreement, shall appoint the third arbitrator within a further period of 60 (sixty) days, who shall not have the nationality of either Contracting Parties and shall act as President of the tribunal of arbitration;

b) If one Contracting Party does not appoint an arbitrator, or an agreement upon the appointment of the third arbitrator is not reached, either Contracting Party may ask the President of the Council of the International Civil Aviation Organization to appoint the arbitrator or arbitrators necessary, as the case may be.

4) Each Contracting Party shall do its utmost, taking measures consistent with its national legislation, in order to carry out the decision of the arbitral tribunal.

5) Each Contracting Party shall bear the expenses and remuneration necessary for its arbitrator, and the fee for the third arbitrator and the expenses necessary for this one, as well as those due to the activity of the arbitration, shall be equally shared by the Contracting Parties.

Article 18. The present Agreement and the Annex thereto shall be amended so as to conform with any multilateral convention which may become binding upon both Contracting Parties.

Article 19. The present Agreement and the Annex thereto, as well as their eventual modifications or amendments, shall be registered with the International Civil Aviation Organization.

Article 20. This Agreement is concluded for an indefinite period of time; nevertheless either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Contracting Party, unless the notice of the termination is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received 14 (fourteen) days after the receipt of the notice by the International Civil Aviation Organization.

Article 21. The present Agreement shall be provisionally applied from the date of its signature and shall come into force when the Contracting Parties have notified each other through diplomatic channels the compliance of their respective constitutional requirements.

IN WITNESS THEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate at Madrid this 10th day of January of 1980, in the Romanian, Spanish [and English] languages, all the texts being equally authentic. In case of any discrepancy in interpretation, the English text shall prevail.

For the Government
of Spain:

[Signed]

JOSÉ JOAQUÍN PUIG DE LA
BELLACASA Y URDAMPILLETA

Subsecretario de Asuntos Exteriores ¹

For the Government
of the Socialist Republic of Romania:

[Signed]

ION GOLIAT

Embajador Extraordinario Plenipotenciario de la República Socialista de Rumania en Madrid ²

¹ Under-Secretary for External Affairs.

² Ambassador Extraordinary and Plenipotentiary of the Socialist Republic of Romania in Madrid.

ANNEX TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA AND THE GOVERNMENT OF SPAIN FOR THE SCHEDULED AIR TRANSPORT BETWEEN THEIR RESPECTIVE TERRITORIES

1. SCHEDULE OF ROUTES:

- a) Routes on which scheduled international air services shall be operated by the designated airline of the Government of the Socialist Republic of Romania: From points in Romania via Vienna and/or Zurich to Madrid and beyond to Casablanca and/or Dakar, and v. v.
- b) Routes on which scheduled international air services shall be operated by the designated airline of the Government of Spain: From points in Spain via two intermediate points in Europe to Bucharest and beyond to two other points, and v. v.

Notes:

1) In the Spanish route the intermediate points and the points beyond shall be determined by agreement between the Aeronautical Authorities.

2) Without the fifth freedom traffic rights in the routes a) and b) above.

2. The airline designated by a Contracting Party may only stop on the same service in one single point located in the territory of the other Contracting Party.

3. The designated airline may omit one point/s of the route indicated in Part 1 of this Annex, in whole or in part of its services, provided that the departure point of the route is located in the territory of the Contracting Party which designated such airline.

4. The designated airlines shall have to establish, in due time, if possible by mutual agreement between them, the time-tables including the frequency of the air services, the days of operation and types of aircraft to be used, as well as upon the economic and technical conditions of operating the agreed services. These shall be submitted for approval to the Aeronautical Authorities.

5. The time-tables established according to point 4 above shall be submitted for approval to the Aeronautical Authorities 60 (sixty) days before starting operation of the agreed services. The same procedure shall be applied in case of subsequent changes in time-tables and the period of 60 (sixty) days can be modified, subject to the agreement of the Aeronautical Authorities.

6. In case of discrepancy in the approval of time-tables, the already existing time-tables shall remain in force 6 (six) months during which the Aeronautical Authorities shall make efforts to establish new time-tables.

7. Additional flights shall be operated on the basis of a preliminary application made by each designated airline to the Aeronautical Authorities of the other Contracting Party.