

**No. 24871**



**CANADA  
and  
ROMANIA**

**Agreement on civil air transport (with annex and exchange of notes). Signed at Bucharest on 27 October 1983**

*Authentic texts: English, French and Romanian.*

*Registered by Canada on 16 July 1987.*



**CANADA  
et  
ROUMANIE**

**Accord sur le transport aérien (avec annexe et échange de notes). Signé à Bucarest le 27 octobre 1983**

*Textes authentiques : anglais, français et roumain.*

*Enregistré par le Canada le 16 juillet 1987.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA ON CIVIL AIR TRANSPORT

The Government of Canada and the Government of the Socialist Republic of Romania, hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944,<sup>2</sup>

Desiring to conclude an Agreement on civil air transport between and beyond the territory of Canada and the territory of the Socialist Republic of Romania,

Have agreed as follows:

*Article I.* For the purpose of this Agreement, unless otherwise stated:

a) "Aeronautical authorities" means, in the case of Canada, the Minister of Transport and the Canadian Transport Commission and, in the case of the Socialist Republic of Romania, the Department of Civil Aviation or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;

b) "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

c) "Agreement" means this Agreement, the Annex attached thereto, and any amendments thereto;

d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

e) "Designated airline" means an airline which has been designated and authorized in accordance with Articles III and IV of this Agreement;

f) "Tariffs" shall be deemed to include all tolls, conditions of carriage, rules, regulations and practices related thereto, but excluding remuneration and conditions for the carriage of mail;

g) "Territory", "Air service", "International air service", "Airline" and "Stop for non-traffic purpose" have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

*Article II.* 1. Each Contracting Party grants to the other Contracting Party, for its designated airline, the following rights specified in the present

<sup>1</sup> Came into force provisionally on 27 October 1983, the date of signature, and definitively on 9 November 1984, the date on which the Contracting Parties notified each other of the completion of the required formalities, in accordance with article XXII.

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

Agreement for the purpose of establishing and operating scheduled international air services on the routes as specified in the Annex to the Agreement:

- a) to fly without landing across the territory of the other State;
- b) to make stops in the said territory for non-traffic purposes; and
- c) to make stops in the said territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the airline of one Contracting Party the right of taking up, in the territory of the other State, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other State.

*Article III.* Each Contracting Party shall have the right to designate, by diplomatic note, an airline to operate the agreed services on any route specified in the Annex for such a Contracting Party and to substitute another airline for that previously designated.

*Article IV.* 1. Following receipt of a notice of designation or of substitution pursuant to Article III of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant with a minimum of delay to the airline so designated the appropriate authorizations to operate the agreed services for which that airline has been designated.

2. Upon receipt of such authorizations the airline may begin at any time to operate the agreed services, in whole or in part, provided that the tariffs established in accordance with the provisions of Article XII of this Agreement are in force in respect of such services.

*Article V.* 1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article IV of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions, temporarily or permanently where:

- a) in the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention;
- b) in the event of failure by such airline to comply with the laws and regulations of that Contracting Party;
- c) in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; [and]
- d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives the request.

*Article VI.* 1. The airways and the points of overflying the frontier for the routes specified in the Annex of the present Agreement shall be independently established by each State with respect to its own territory.

2. The laws, regulations and procedures which are applied in the territory of each State relating to the entry, stay and exit of the aircraft engaged in international air navigation as well as the operation and navigation of such aircraft while they are within the limits of that territory shall also be applied to the aircraft of the airline designated by the other Contracting Party.

3. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

*Article VII.* 1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement provided that such certificates or licences were issued or rendered valid pursuant to and in conformity with the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party, or by any other State.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline operating the agreed services on the routes specified in the Annex to this Agreement, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations with the aeronautical authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article V of this Agreement. In other cases Article XVIII of this Agreement applies.

*Article VIII.* 1. The charges imposed in the Canadian territory on the aircraft of the designated airline of Romania for the use of airports and other aviation facilities shall not be higher than those imposed on aircraft of the designated airline of Canada engaged in similar international air services.

2. The charges and other amounts to be paid for using the airports, the installations and the technical equipment in the territory of the Socialist Republic of Romania shall be levied according to the official level of the tariffs established by the laws and other regulations of the Socialist Republic of Romania which are applied to all the aircraft of the foreign airlines that operate similar international air services.

*Article IX.* 1. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services on the routes specified in the Annex to this Agreement.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interest of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relation to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the States which have designated the airlines and the countries of ultimate destination of the traffic.

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principle that capacity shall be related to:

- a) traffic requirements to and from the territory of each Contracting Party;
- b) traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area; and
- c) the requirements of through airline operation.

5. The capacity to be provided on the specified routes i.e. frequency of services and type and configuration of aircraft shall be agreed in advance between the designated airlines, in accordance with the principles laid down in this Article, and subject to the approval of the aeronautical authorities of the Contracting Parties. In the absence of an agreement between the designated airlines, the matter shall be referred to the aeronautical authorities of the Contracting Parties which will endeavour to resolve the problem pursuant to Article XVI of this Agreement. Pending an arrangement either at the airline level or between the aeronautical authorities, the *status quo* shall be maintained.

*Article X.* 1. The aeronautical authorities of both Contracting Parties shall provide each other with statistical data required to determine the amount of traffic carried over the routes specified in the Annex to this Agreement and the initial origins and final destinations of such traffic.

2. The details of the statistical data to be provided and the methods by which such data shall be provided by one Contracting Party to the other shall be agreed upon between the aeronautical authorities and implemented accordingly.

3. Failure to reach a satisfactory agreement regarding the supply of statistics may, at the discretion of either Contracting Party constitute grounds for the application of Article XVI of this Agreement.

*Article XI.* 1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities, during the flight) and other items intended for use or used solely in connection with the operation or

servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services as well as ticket stock, air way bills, any printed material, which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

- a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
- b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
- c) taken on board the aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally 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 that 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.

*Article XII.* 1. The tariffs for carriage to and from the territory of the other State shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service and, where it is deemed suitable, the tariffs of other airlines for any part of the specified route.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon between the designated airlines of the Contracting Parties; such agreement shall be reached, whenever possible, through the rate-setting procedures of the International Air Transport Association.

3. The tariffs so agreed shall be submitted to and received by the aeronautical authorities of the Contracting Parties at least forty-five (45) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities. If within thirty (30) days from the date of receipt the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariffs submitted to them, such tariff shall be considered to be acceptable and shall come into effect on the date stated in the proposed tariff. In the event a shorter period for submission of a tariff is accepted by the aeronautical authorities, they may agree that the period for giving notice of dissatisfaction be less than thirty (30) days.

4. If a tariff cannot be established in accordance with the provisions of paragraph 2 of this Article, or if during the period applicable in accordance with paragraph 3 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4 of this Article the dispute shall be settled in accordance with the provisions of Article XVIII of this Agreement.

6. a) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph 3 of Article XVIII of this Agreement.

b) When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article or Article XVIII of this Agreement.

7. If the aeronautical authorities of one of the Contracting Parties become dissatisfied with or wishes to review an established tariff they shall notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt where required to reach an agreement. Should the designated airlines fail to agree, the procedures as set out in paragraphs 4 and 5 of this Article shall apply.

8. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that (A) the tariff charged and collected conform to the tariffs accepted by both aeronautical authorities and (B) no airline rebates any portion of such tariffs by any means.

*Article XIII.* 1. The rules and procedures relating to the sale of air transportation by the designated airline of either Contracting Party in the territory of the other Contracting Party shall be mutually agreed upon by both designated airlines, in accordance with its national laws and subject to the approval of the appropriate authorities of both Contracting Parties.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of funds obtained in the course of its operations. Such transfers shall be effected freely on the basis of the foreign exchange rates applicable to current payments prevailing at the time of the transfer and shall be subject only to the respective foreign currency regulations applicable to all countries in like circumstances. The transfer of funds shall not be subject to any charges except those normally collected by banks for such transactions.

*Article XIV.* Income or profits from the operation of aircraft in international traffic derived by an airline, which is resident for purpose of income taxation in the territory of one Contracting Party, shall be exempt from any income tax and all other taxes on profits imposed by the other Contracting Party.

*Article XV.* The designated airline of each Contracting Party shall be granted the right to station representatives and staff required for the operation of the agreed services in the territory of the other Contracting Party. Such representatives and staff shall be citizens or legal residents of Canada or Romania or, by mutual agreement, of a third country if in the employ of the designated airline. Their location and number shall be agreed upon through consultations between the designated airlines of both Contracting Parties and shall be subject to the approval of the aeronautical authorities of both Contracting Parties. Such representatives and staff shall observe the laws and regulations in force of the other Contracting Party.

*Article XVI.* 1. In a spirit of close co-operation, 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 this Agreement and of its Annex.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

*Article XVII.* The appropriate authorities of either Contracting Party may request consultations with a view to modifying any provisions of this Agreement and its Annex. Any modification agreed upon with respect to Articles of the Agreement shall come into force when the Contracting Parties have notified each other of the compliance with the formalities required by their legislation relating to the coming into force of international agreements.

The Annex to the Agreement may be modified after consultations between the aeronautical authorities. Any agreed modification to the Annex shall come into force after reciprocal confirmation, by an exchange of notes through diplomatic channels. The negotiations relating to the modification of the Agreement and of its Annex must begin within a period of sixty (60) days from the date the request is received.

*Article XVIII.* 1. Should any dispute relating to the interpretation or application of this Agreement and of the Annex thereto arise, the aeronautical authorities shall in the first place endeavour to settle it through negotiations between themselves. In the case such negotiations were not successful the dispute shall be settled between the Contracting Parties.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to submit the dispute to arbitration in accordance with the procedures set forth herein.

3. The arbitration shall be by a tribunal of three arbitrators constituted as follows:

*a)* one arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.

*b)* if either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with sub-paragraph (*a*) either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

4. Each Contracting Party shall use its best efforts consistent with its national laws to put into effect any decision or award of the arbitral tribunal.

5. Each Contracting Party shall bear the fees and expenses of the arbitrator it has appointed. The fees and expenses of the third arbitrator, as well as the expenses of the arbitration shall be equally shared by the Contracting Parties.

*Article XIX.* Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation



Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article XX.* This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

*Article XXI.* If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article XVI of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

*Article XXII.* This Agreement shall be applied provisionally from the date of its signature and shall come into force when the Contracting Parties have notified each other of the compliance with the formalities required by their legislation relating to the coming into force of international agreements.

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

DONE in duplicate at Bucharest, on the 27th day of October, 1983, in the English, French and Romanian languages, each version being equally authentic.

For the Government  
of Canada:

[Signed]

JACQUES SIMARD

For the Government  
of the Socialist Republic  
of Romania:

[Signed]

MIRICĂ DIMITRESCU

## ANNEX

## SCHEDULE OF ROUTES

*Section I*

*Route on which air services may be operated in both directions  
by the designated airline of Romania:*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination in Canada</i>	<i>Points beyond</i>
Romania	Copenhagen Vienna Amsterdam Brussels	Montreal	New York

1. No fifth freedom traffic rights shall be exercised between intermediate points and Montreal. Fifth freedom traffic rights between Montreal and New York shall not be exercised until such time as the Canadian designated airline exercises the one intermediate fifth freedom and the two beyond fifth freedom traffic rights specified in Section II of this Annex.

2. Up to two intermediate points named above may be operated in each season and may be changed by notification to the Canadian Aeronautical Authority at least 60 days before the beginning of each season.

3. The designated airline of Romania shall have the right to carry into and out of the territory of the other Contracting Party, on the same flight, intransit traffic originating in or destined for points in third countries specified in the route schedule.

4. Intermediate and/or points beyond may be omitted on any or all flights at the option of the designated airline.

*Section II*

*Route on which air services may be operated in both directions  
by the designated airline of Canada:*

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Destination in Romania</i>	<i>Points beyond</i>
Canada	One point to be named by Canada	Bucharest	Two points to be named by Canada

1. Fifth freedom traffic rights may be exercised between Bucharest and the one intermediate point and/or the two points beyond. The one intermediate point and the two points beyond are to be selected by the designated airline of Canada and may be changed by notification to the Romanian Aeronautical Authorities at least 60 days before the beginning of a summer or winter season.

2. Traffic to/from points, including but not limited to those named in the route schedule, may be carried intransit through Bucharest.

3. Intermediate and/or beyond points may be omitted on any or all flights at the option of the designated airline.

## EXCHANGE OF NOTES — ÉCHANGE DE NOTES

## I

Excellency,

I have the honour to refer to the Civil Air Transport Agreement<sup>1</sup> of October 27, 1983, between the Government of Canada and the Government of the Socialist Republic of Romania and to the interairline Commercial Agreement signed at Montreal on September 4, 1980.

It is the understanding of my Government that the bilateral air relationship between our two countries is subject to the following conditions:

1) *Frequency*

During the period when air services under this Agreement are operated exclusively by the designated airline of Romania,

- i) it shall not operate on its route more than two round trip frequencies per week in scheduled services, unless otherwise agreed, and
- ii) additional passengers, all-cargo or combination scheduled frequencies, including extra sections, will be operated only following approval by the Canadian aeronautical authorities. Requests for additional scheduled frequencies will be made by filing the proposed schedule with the Canadian aeronautical authorities at least 90 days before its proposed effective date, and the Romanian authorities will be informed of the decision by the Canadian authorities not later than 45 days after the Canadian authorities receive the request. Requests for extra sections will be submitted to the Canadian aeronautical authorities at least

Excellence,

J'ai l'honneur de me référer à l'Accord<sup>1</sup> sur le transport aérien du 27 octobre 1983 entre le Gouvernement du Canada et le Gouvernement de la République Socialiste de Roumanie ainsi qu'à l'Accord commercial entre entreprises de transport aérien signé à Montréal le 4 septembre 1980.

Il est entendu par mon Gouvernement que la relation aérienne bilatérale entre nos deux pays est assujettie aux conditions suivantes :

1) *Fréquence*

Au cours de la période pendant laquelle des services aériens aux termes de l'Accord seront exploités exclusivement par l'entreprise de transport aérien désignée de la Roumanie, celle-ci

- i) n'exploitera pas sur sa route plus de deux vols aller-retour par semaine en service régulier, à moins d'entente contraire, et
- ii) ne pourra exploiter des services réguliers supplémentaires de passagers, de fret ou de transport mixte, y compris des sections additionnelles, qu'après avoir obtenu l'approbation des autorités aéronautiques canadiennes. Les demandes visant l'exploitation de services réguliers supplémentaires seront effectuées par le dépôt de l'horaire proposé auprès des autorités aéronautiques canadiennes au moins 90 jours avant la date d'entrée en vigueur envisagée; la décision des autorités canadiennes sera communiquée aux autorités roumaines au plus tard 45 jours après réception de la demande. Les demandes visant l'exploitation de sections additionnelles seront présentées aux autorités aéronautiques

<sup>1</sup> Came into force provisionally on 27 October 1983, the date of signature, and definitively on 9 November 1984, in accordance with the provisions of the said notes.

<sup>1</sup> Entré en vigueur à titre provisoire le 27 octobre 1983, date de la signature, et à titre définitif le 9 novembre 1984, conformément aux dispositions desdites notes.

7 days before the proposed date of operation.

### 2) *Commercial Agreement*

It is understood that prior to inauguration of the agreed air services by the designated airline of Romania the designated airlines shall have reached and the aeronautical authorities of both Contracting Parties shall have approved a commercial agreement. Revisions to the airline commercial agreement shall be subject to approval by the aeronautical authorities.

The exercise of traffic rights granted under the Civil Air Transport Agreement shall be subject to the existence and continuance of the airline commercial agreement concluded in accordance with the preceding paragraph. In the event that either of the designated airlines becomes dissatisfied with the provisions of the commercial agreement, the airlines shall attempt to resolve the issue, and in the event of a failure it shall be submitted to the aeronautical authorities who will resolve the issue or agree to suspend services by both airlines.

If at any time either airline fails to abide by the provisions of the commercial agreement referred to above, the traffic rights granted under the Civil Air Transport Agreement may be suspended in whole or in part.

At the time the designated Canadian airline commences services to Bucharest the present airline commercial agreement expires. A new airline commercial agreement may be negotiated.

### 3) *Statistics*

It is the understanding of my Government that discussions will be held at a mutually agreed date between statistical experts to determine the terms

canadiennes au moins 7 jours avant la date d'exploitation proposée.

### 2) *Accord commercial*

Il est entendu qu'un accord commercial devra être conclu entre les entreprises de transport aérien désignées et approuvé par les autorités des deux Parties contractantes préalablement à l'inauguration des services aériens convenus par l'entreprise de transport aérien désignée de la Roumanie. Les révisions apportées à l'Accord commercial entre entreprises de transport aérien seront soumises à l'approbation des autorités aéronautiques.

L'exercice des droits de trafic accordés aux termes de l'Accord sur le transport aérien sera subordonné à l'existence et à la continuité de l'Accord commercial conclu entre entreprises de transport aérien en conformité avec le paragraphe ci-dessus. Si les dispositions de l'Accord commercial cessent de satisfaire l'une ou l'autre des entreprises de transport aérien désignées, celles-ci tenteront de régler la question entre elles; en cas d'insuccès, la question sera soumise aux autorités aéronautiques, lesquelles la régleront ou conviendront de suspendre les services assurés par les deux entreprises.

Si, à quelque moment que ce soit, l'une ou l'autre des entreprises de transport aérien désignées enfreint les dispositions de l'accord commercial susmentionné, les droits de trafic accordés aux termes de l'Accord sur le transport aérien pourront être suspendus, en totalité ou en partie.

L'accord commercial existant expirera au moment où l'entreprise de transport aérien désignée du Canada commencera à assurer des services à destination de Bucarest. Un nouvel accord commercial pourra être négocié.

### 3) *Statistiques*

Il est entendu par mon Gouvernement que des consultations se tiendront entre statisticiens, à une date qui sera mutuellement convenue, en vue d'établir

under which statistics by initial origin and final destination will be exchanged.

4) *General Sales Agency Agreement and Sales of Transportation*

a) It is understood that the designated airline of the Contracting Parties shall retain each other as their general sales agent for the sale of air transportation in Canada and in Romania.

b) Unless otherwise agreed between the designated airlines of the two Contracting Parties all sales of transportation in Canada will be issued on Air Canada ticket stock and all sales of transportation in Romania will be issued on TAROM ticket stock.

5) *Staff*

The location and number of representatives and staff of the designated airline of each Contracting Party will be established on the basis of a mutually recognised need to meet present requirements and subsequent promotion and growth in traffic.

6) In case the designated airline of Canada wishes to operate in Romania, and the designated airline of Romania does not operate in Canada, the designated airlines of the two Contracting Parties shall conclude, in advance, a commercial agreement to establish the conditions of service, as well as the frequencies of operation under the provisions of the Civil Air Transport Agreement.

If your Government agrees with the above statements and shares the understanding of my Government as stated therein in relation to the Civil Air Transport Agreement between the Government of Canada and the Government of the Socialist Republic of Romania

les modalités de l'échange de données statistiques sur l'origine réelle et la destination finale des services.

4) *Accord sur les agences générales de vente et ventes des titres de transport*

a) Il est entendu que les entreprises de transport aérien désignées des Parties contractantes se reconnaîtront mutuellement la qualité d'agent général des ventes des titres de transport aérien au Canada et en Roumanie.

b) A moins que les entreprises de transport aérien désignées des deux Parties contractantes en conviennent autrement, toutes les ventes au Canada de titres de transport aérien s'effectueront sur des billets d'Air Canada, et toutes lesdites ventes en Roumanie s'effectueront sur des billets des lignes aériennes roumaines TAROM.

5) *Personnel*

Le lieu d'affectation et le nombre des représentants et employés de l'entreprise de transport aérien désignée de chacune des Parties contractantes seront déterminés en fonction d'une nécessité mutuellement reconnue de répondre aux exigences actuelles et à la croissance ultérieure du trafic aérien.

6) Si l'entreprise de transport aérien désignée du Canada désire exploiter des services en Roumanie, alors que l'entreprise aérienne désignée de la Roumanie n'exploite pas de services au Canada, les entreprises désignées des deux Parties contractantes concluront au préalable un accord commercial stipulant les conditions d'exploitation ainsi que la fréquence des services, en vertu des dispositions de l'Accord sur le transport aérien.

Si votre Gouvernement accepte les dispositions énoncées ci-dessus de l'Accord sur le transport aérien entre le Gouvernement du Canada et le Gouvernement de la République Socialiste de Roumanie signé à Bucarest le 27 octobre 1983, et l'interprétation que lui donne

signed at Bucharest, on the 27th of October, 1983, I have the further honour to propose that this Note, which is equally authentic in English and French and your reply to that effect in Romanian, shall constitute an agreement between our two Governments, which shall be applied provisionally as of the date of your reply and enter into force on the same date as the said Civil Air Transport Agreement.

Accept, Excellency, the assurances of my highest consideration.

[Signed]

JACQUES SIMARD  
Ambassador of Canada  
to Romania

Bucharest, October 27, 1983

His Excellency Mr. Mirică Dimitrescu  
First Deputy of the Commander of Civil  
Aviation

mon Gouvernement, j'ai l'honneur de proposer que la présente Note, dont les versions française et anglaise font également foi, ainsi que votre réponse à la présente en roumain, constituent entre nos deux Gouvernements un accord qui sera appliqué provisoirement à la date de votre réponse, et entrera en vigueur à la même date que ledit Accord sur le transport aérien.

Je vous prie d'agréer, Excellence, les assurances de ma très haute considération.

[Signé]

JACQUES SIMARD  
Ambassadeur du Canada  
en Roumanie

Bucarest, le 27 octobre 1983

Son Excellence M. Mirică Dimitrescu  
Premier suppléant du Commandant de  
l'aviation civile

## II

### [ROMANIAN TEXT — TEXTE ROUMAIN]

Excelență,

În legătură cu aplicarea Acordului privind transporturile aeriene civile din 27 octombrie 1983, încheiat între Guvernul Republicii Socialiste România și Guvernul Canadei, am onoarea a confirma primirea scrisorii dumneavoastră din 27 octombrie 1983, al cărei text, tradus în limba română, are următorul conținut:

“Excelență: Am onoarea să mă refer la Acordul privind transporturile aeriene civile din 27 octombrie 1983, încheiat între Guvernul Canadei și Guvernul Republicii Socialiste România și la Acordul comercial între companiile aeriene, semnat la Montreal, la 4 septembrie 1980.

Guvernul meu înțelege că relațiile aeriene bilaterale între țările noastre sînt supuse următoarelor condiții:

#### 1) Frecvența

În perioada în care serviciile aeriene prevăzute în prezentul Acord vor fi exploatate exclusiv de către compania aeriană desemnată a României,

## [TRANSLATION]

Sir,

With reference to the implementation of the Agreement on Civil Air Transport of 27 October 1983 concluded between the Government of the Socialist Republic of Romania and the Government of Canada, I have the honour to confirm the receipt of your note of 27 October 1983, the text of which, translated into Romanian, is as follows:

[*See note I*]

I have the honour to confirm that the Government of the Socialist Republic of Romania is in agreement with the proposals made by Canada in the above-mentioned note.

Accept, Sir, etc.

[*Signed*]

MIRICĂ DIMITRESCU  
First Deputy of the Commander  
of Civil Aviation

Bucharest, 27 October 1983

His Excellency Mr. Jacques Simard  
Ambassador of Canada to Romania

## [TRADUCTION]

Monsieur l'Ambassadeur,

Me référant à l'exécution de l'Accord sur les transports aériens civils du 27 octobre 1983 conclu entre le Gouvernement de la République socialiste de Roumanie et le Gouvernement du Canada, j'ai l'honneur de confirmer la réception de votre note du 27 octobre 1983 dont le texte, traduit en roumain, est libellé comme suit :

[*Voir note I*]

J'ai l'honneur de confirmer que le Gouvernement de la République socialiste de Roumanie a agréé les propositions faites par le Canada dans la note susmentionnée.

Veuillez agréer, etc.

[*Signé*]

MIRICĂ DIMITRESCU  
Premier suppléant du Commandant  
de l'aviation civile

Bucarest, le 27 octobre 1983

Son Excellence M. Jacques Simard  
Ambassadeur du Canada en Roumanie