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**United States of America
and
Romania**

Air Transport Agreement between the Government of the United States of America and the Government of Romania (with annexes). Washington, 15 July 1998

Entry into force: *19 August 1999 by notification, in accordance with article 17*

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**États-Unis d'Amérique
et
Roumanie**

Accord relatif aux transports aériens entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la Roumanie (avec annexes). Washington, 15 juillet 1998

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[ENGLISH TEXT – TEXTE ANGLAIS]

AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF ROMANIA

The Government of the United States of America and the Government of Romania (hereinafter, the "Parties");

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not discriminatory and do not represent abuse of a dominant position, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation; and

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944;

Have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical authorities" means, in the case of the United States, the Department of Transportation, or its successor, and in the case of Romania, the Ministry of Transport, or its successor;
2. "Agreement" means this Agreement, its Annexes, and any amendments thereto;
3. "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;
4. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:
 - a. any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
 - b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
5. "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;
6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;
7. "International air transportation" means air transportation that passes through the airspace over the territory of more than one State;
8. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
9. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;
10. For the United States of America, "territory" means the land areas under its sovereignty, jurisdiction, protection, or trusteeship and the territorial waters adjacent thereto. For Romania, "territory" means the land areas under its sovereignty, jurisdiction, or protection and the territorial waters adjacent thereto; and
11. "User charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities.

Article 2

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:
 - a. the right to fly across its territory without landing;
 - b. the right to make stops in its territory for non-traffic purposes; and
 - c. the rights otherwise specified in this Agreement.
2. Nothing in this Article shall be deemed to confer on the airline or airlines of one Party the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

Article 3

Designation and Authorization

1. Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or both.
2. On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:
 - a. substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;
 - b. the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
 - c. the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security).

Article 4

Revocation of Authorization

1. Either Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:
 - a. substantial ownership and effective control of that airline are not vested in the other Party, the Party's nationals, or both;
 - b. that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws) of this Agreement; or
 - c. the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).
2. Unless immediate action is essential to prevent further noncompliance with subparagraphs 1b or 1c of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.
3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 7 (Aviation Security).

Article 5

Application of Laws

1. While entering, within, or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.
2. While entering, within, or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's airlines.

Article 6

Safety

1. Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.
2. Either Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke, or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time.

Article 7

Aviation Security

1. In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, and, when it is in force for both Parties, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on February 24, 1988.
2. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Party agrees to observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 15 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days

Article 8

Commercial Opportunities

1. The designated airlines of each Party shall have the right to establish and maintain offices or agencies in the territory of the other Party for the promotion and sale of air transportation.

2. The designated airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation. Each Party shall, to the extent consistent with its laws and regulations, grant with minimum delay the necessary employment authorization, visa, or other similar documents to such staff.

3. Each designated airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.

4. Any designated airline of each Party may engage in the sale of air transportation and shall have the right to advertise and promote the sale of such transportation in the territory of the other Party directly through its own offices and, at the airline's discretion, through sales and/or travel agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, and passenger cancellation and refund rights. Each designated airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

5. Each designated airline shall have the right to convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof, at the prevailing exchange rate in effect on the date the conversion takes place.

6. The designated airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

7. Subject to the provisions of Annex IV, in operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with

a) an airline or airlines of either Party; and

b) an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country;

provided that all airlines in such arrangements (1) hold the appropriate authority and (2) meet the requirements normally applied to such arrangements.

8. Notwithstanding any other provision of this Agreement, designated airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may

elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 9

Customs Duties and Charges

1. On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (1) imposed by the national authorities, and (2) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

- a. aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;
- b. ground equipment and spare parts (including engines) introduced into the territory of a Party for the servicing, maintenance, or repair of aircraft of an airline of the other Party used in international air transportation;
- c. fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of an airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board; and
- d. promotional and advertising materials introduced into or supplied in the territory of one Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.

Article 10

User Charges

1. User charges that may be imposed by the competent authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines of the other Party may reflect, but shall not exceed, the full cost to the competent authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Party shall encourage the competent authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 14, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11

Fair Competition

1. Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transportation governed by this Agreement.
2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
3. Neither Party shall impose on the other Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic, applied to scheduled or charter air transportation, that would be inconsistent with the purposes of this Agreement.
4. Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

Article 12

Pricing

1. Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:
 - a. prevention of unreasonably discriminatory prices or practices;
 - b. protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than 30 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

Article 13

Consultations and Amendments

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. This Agreement may be amended by written agreement of the Parties. Amendments shall enter into force upon an exchange of diplomatic notes following the completion of all necessary internal procedures of the Parties.

Article 14

Settlement of Disputes

1. Any dispute arising under this Agreement, except those that may arise under paragraph 3 of Article 12 (Pricing), that is not resolved by a first round of formal consultations may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.

2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:
 - a. Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
 - b. If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph a of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.
3. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. The tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.
4. Except as otherwise agreed or as directed by the tribunal, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or on its own initiative within 15 days after replies are due.
5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.
6. The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.
7. Each Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral tribunal.
8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph 2.b. of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 15

Termination

Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization (ICAO). This Agreement shall terminate one year after the date of written notification, unless the notice is withdrawn by agreement of the Parties before the end of this period.

Article 16

Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 17

Entry into Force

This Agreement shall enter into force upon an exchange of diplomatic notes following the completion of all necessary internal procedures of the Parties. Upon entry into force, this Agreement shall supersede the 1979 Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania Renewing and Amending the Agreement Relating to Civil Air Transport of December 4, 1973, as extended and amended.

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

DONE AT Washington, in duplicate, this 15 day of July, 1998, in the English and Romanian languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF
ROMANIA:



ANNEX I

Scheduled Air Transportation

Section 1

Routes

Subject to the provisions of Annex IV, airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

A. Routes for the airline or airlines designated by the Government of the United States:

From points behind the United States via the United States and intermediate points to a point or points in Romania and beyond.

B. Routes for the airline or airlines designated by the Government of Romania:

From points behind Romania via Romania and intermediate points to a point or points in the United States and beyond.

Section 2

Operational Flexibility

Each designated airline may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and

6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that the service serves a point in the territory of the Party designating the airline.

Section 3

Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

ANNEX II

Charter Air Transportation

Section 1

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, have the right to carry international charter traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to, freight forwarder, split, and combination (passenger/cargo) charters):

Between any point or points in the territory of the Party that has designated the airline and any point or points in the territory of the other Party; and

Between any point or points in the territory of the other Party and any point or points in a third country or countries, provided that such service constitutes part of a continuous operation, with or without a change of aircraft, that includes service to the homeland for the purpose of carrying local traffic between the homeland and the territory of the other Party.

In the performance of services covered by this Annex, airlines of each Party designated under this Annex shall also have the right: (1) to make stopovers at any points whether within or outside of the territory of either Party; (2) to carry transit traffic through the other Party's territory; (3) to combine on the same aircraft traffic originating in one Party's territory, traffic originating in the other Party's territory, and traffic originating in third countries; and (4) to perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

Each Party shall extend favorable consideration to applications by airlines of the other Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

Section 2

Any airline designated by either Party performing international charter air transportation originating in the territory of either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each designated airline shall be subject to the least restrictive of such criteria.

However, nothing contained in the above paragraph shall limit the rights of either Party to require airlines designated under this Annex by either Party to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights.

Section 3

Except with respect to the consumer protection rules referred to in the preceding paragraph above, neither Party shall require an airline designated under this Annex by the other Party, in respect of the carriage of traffic from the territory of that other Party or of a third country on a one-way or round-trip basis, to submit more than a declaration of conformity with the applicable laws, regulations and rules referred to under Section 2 of this Annex or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

ANNEX III

Principles of Non-Discrimination Within
and Competition among Computer Reservations Systems

Recognizing that Article 11 (Fair Competition) of this Agreement guarantees the airlines of both Parties "a fair and equal opportunity to compete,"

Considering that one of the most important aspects of the ability of an airline to compete is its ability to inform the public of its services in a fair and impartial manner, and that, therefore, the quality of information about airline services available to travel agents who directly distribute such information to the traveling public and the ability of an airline to offer those agents competitive computer reservations systems (CRSs) represent the foundation for an airline's competitive opportunities, and

Considering that it is equally necessary to ensure that the interests of the consumers of air transport products are protected from any misuse of such information and its misleading presentation and that airlines and travel agents have access to effectively competitive computer reservations systems:

1. The Parties agree that CRSs will have integrated primary displays for which:
 - a. Information regarding international air services, including the construction of connections on those services, shall be edited and displayed based on non-discriminatory and objective criteria that are not influenced, directly or indirectly, by airline or market identity. Such criteria shall apply uniformly to all participating airlines.
 - b. CRS data bases shall be as comprehensive as possible.
 - c. CRS vendors shall not delete information submitted by participating airlines; such information shall be accurate and transparent; for example, code-shared and change-of-gauge flights and flights with stops should be clearly identified as having those characteristics.
 - d. All CRSs that are available to travel agents who directly distribute information about airline services to the traveling public in either Party's territory shall not only be obligated to, but shall also be entitled to, operate in conformance with the CRS rules that apply in the territory where the CRS is being operated.
 - e. Travel agents shall be allowed to use any of the secondary displays available through the CRS so long as the travel agent makes a specific request for that display.

2. A Party shall require that each CRS vendor operating in its territory allow all airlines willing to pay any applicable non-discriminatory fee to participate in its CRS. A Party shall require that all distribution facilities that a system vendor provides shall be offered on a non-discriminatory basis to participating airlines. A Party shall require that CRS vendors display, on a non-discriminatory, objective, carrier-neutral and market-neutral basis, the international air services of participating airlines in all markets in which they wish to sell those services. Upon request, a CRS vendor shall disclose details of its data base update and storage procedures, its criteria for editing and ranking information, the weight given to such criteria, and the criteria used for selection of connect points and inclusion of connecting flights.
3. CRS vendors operating in the territory of one Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Party if the CRS complies with these principles.
4. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more stringent requirements with respect to access to and use of communication facilities, selection and use of technical CRS hardware and software, and the technical installation of CRS hardware, than those imposed on its own CRS vendors.
5. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more restrictive requirements with respect to CRS displays (including edit and display parameters), operation, or sale than those imposed on its own CRS vendors.
6. CRSs in use in the territory of one Party that comply with these principles and other relevant non-discriminatory regulatory, technical, and security standards shall be entitled to effective and unimpaired access in the territory of the other Party. One aspect of this is that a designated airline shall participate in such a system as fully in its homeland territory as it does in any system offered to travel agents in the territory of the other Party. Owners/operators of CRSs of one Party shall have the same opportunity to own/operate CRSs that conform to these principles within the territory of the other Party as do owners/operators of that Party. Each Party shall ensure that its airlines and its CRS vendors do not discriminate against travel agents in their homeland territory because of their use or possession of a CRS also operated in the territory of the other Party.

ANNEX IV

Transitional Provisions

1. Third-country code-sharing. Notwithstanding Article 8, paragraph 7, until November 1, 2001, the designated airlines of each Party may operate or hold out scheduled, combination code-sharing services between points in the territory of that Party and points in the territory of the other Party over an intermediate point or points, as specified in Annex I, pursuant to code-sharing arrangements between an airline of that Party and an airline of a third country, only as follows:

- a. From April 1, 1999, through October 31, 1999, no more than three airlines of each Party may exercise the rights in Article 8, paragraph 7(b).
- b. From November 1, 1999, through October 31, 2001, no more than four airlines of each Party may exercise the rights in Article 8, paragraph 7(b).
- c. In providing services under Section 1, a designated airline of the United States may offer as many frequencies as were operated by its code-share partner or partners during any week in any previous calendar year since January 1, 1997.
- d. For purposes of Subsection 1c. above, a frequency is defined for a designated airline of the United States as one round-trip aircraft operation, pursuant to a code-share arrangement with an airline of a third-country, to and from the first point of arrival into the territory of the other Party.

2. Service by Romanian airlines. Notwithstanding Annex I, section 1, airlines designated by the Government of Romania may serve the United States only as follows:

- a. Through March 31, 1999, from behind Romania via Romania and intermediate points in Belgium, Bulgaria, the Czech Republic, Denmark, France, Germany, Hungary, Ireland, Malta, the Netherlands, and Slovakia to New York and Chicago with a total of seven weekly frequencies (no more than five to New York), each point served to count as one frequency regardless of whether both points are used on a single flight, and beyond to Montreal. If, however, a designated airline or airlines of the United States offers scheduled combination service to Romania with its own aircraft during this period, the designated airlines of Romania may offer the same number of frequencies as the airline or airlines of the United States.

b. From April 1, 1999, through October 31, 2001, from behind Romania via Romania and intermediate points to three points in the United States and beyond.¹

¹ These three points shall initially be New York, Chicago and Los Angeles; however, any of these three points may be changed by the Government of Romania, following 30 days' notice to the Government of the United States. In addition, however, subject to paragraph 7 of Article 8, airlines designated by Romania may also serve the following points in the United States, on a code-share basis only:

- 1) From April 1, 1999, through October 31, 1999, 15 points; and
- 2) From November 1, 1999, through October 31, 2001, 30 points.

Any of these points may be changed by the Government of Romania, following 30 days' notice to the Government of the United States.

[ROMANIAN TEXT – TEXTE ROUMAIN]

**ACORD INTRE GUVERNUL STATELOR UNITE ALE AMERICII
SI GUVERNUL ROMANIEI
PRIVIND TRANSPORTURILE AERIENE**

Guvernul Statelor Unite ale Americii si Guvernul Romaniei (denumite in continuare "Partile");

Dorind sa incurajeze un sistem al aviatiei internationale bazat pe competitia dintre companiile aeriene de pe piata, cu implicare si reglementare minime din partea guvernului;

Dorind sa faciliteze dezvoltarea sanselor transportului aerian international;

Dorind sa acorde posibilitatea companiilor de transport aerian de a oferi pasagerilor optiuni pentru servicii variate la cele mai mici preturi care nu sunt discriminatorii si care nu fac abuz de pozitia dominanta pe care se afla si dorind sa incurajeze companii de transport aerian individuale sa dezvolte si sa introduca noi preturi innoitoare si competitive;

Dorind sa asigure cel mai inalt grad de siguranta si securitate in transporturile aeriene internationale si reafirmandu-si ingrijorarea profunda cu privire la actele sau amenintarile la adresa securitatii aeronavelor, care pun in primejdie siguranta persoanelor sau a bunurilor acestora, care influenteaza in sens negativ functionarea transporturilor aeriene si submineaza increderea publicului in siguranta aviatiei civile; si

Fiind Parti ale Conventiei privind Aviatia Civila Internationala, deschisa spre semnare la Chicago, la 7 decembrie 1944,

Au convenit cele ce urmeaza:

ARTICOLUL 1

Definitii

In sensul prevederilor prezentului Acord, daca nu se specifica altfel, termenul:

1. "Autoritati aeronautice" inseamna, in cazul Romaniei, Ministerul Transporturilor sau succesorul acestuia si in cazul Statelor Unite ale Americii, Departamentul Transporturilor sau succesorul sau;
2. "Acord" inseamna prezentul Acord, Anexele sale si orice amendamente la acesta;
3. "Transporturi aeriene" inseamna transportul public cu aeronava al pasagerilor, bagajelor, marfurilor si postei, separat sau combinat, contra plata sau prin contract;
4. "Conventie" inseamna Conventia privind Aviatia Civila Internationala, deschisa spre semnare la Chicago, la 7 decembrie 1944 si include:
 - a. orice amendament care a intrat in vigoare in baza Articolului 94 (a) al Conventiei si care a fost ratificat de ambele Parti si
 - b. orice Anexa sau orice amendament la aceasta, adoptate in baza Articolului 90 al Conventiei, in masura in care o astfel de Anexa sau amendament este in vigoare in momentul respectiv pentru ambele Parti;
5. "Companie de transport aerian desemnata" inseamna o companie de transport aerian desemnata si autorizata in conformitate cu Articolul 3 al prezentului Acord;
6. "Cost total" inseamna costul serviciului furnizat plus o taxa rezonabila pentru cheltuieli administrative;
7. "Transport aerian international" inseamna transportul aerian care traverseaza spatiul aerian al mai multor state;
8. "Pret" inseamna orice pret, tarif sau taxa, pentru transportul pasagerilor (si al bagajelor lor) si/sau al marfii (exclusiv posta), pe calea aerului, perceput de catre companiile de transport aerian, inclusiv agentii acestora, precum si conditiile care reglementeaza folosirea unui astfel de pret, tarif sau taxa;
9. "Escala necomerciala" inseamna o aterizare pentru orice alt scop decat acela de a imbarca sau debarca pasageri, bagaje, marfa si/sau posta in transportul aerian;

10. Pentru Romania "teritoriu" inseamna zonele terestre aflate sub suveranitatea, jurisdicia si protectia sa si apele teritoriale adiacente acestora. Pentru Statele Unite ale Americii "teritoriu" inseamna zonele terestre aflate sub suveranitatea, jurisdicia, protectia sau tutela sa, precum si apele teritoriale adiacente acestora;

11. "Tariful pentru utilizare" inseamna tariful perceput companiilor de transport aerian pentru folosirea facilitatilor sau serviciilor aeroportuare, de navigatie aeriana sau de securitate aeronautica, inclusiv serviciile si facilitatile aferente.

ARTICOLUL 2

Acordarea drepturilor de trafic

1. Pentru efectuarea de transporturi aeriene internationale de catre companiile de transport aerian ale celeilalte Parti, fiecare Parte acorda celeilalte Parti urmatoarele drepturi:

- a. dreptul de a survola teritoriul sau fara aterizare;
- b. dreptul de a face escale necomerciale pe teritoriul sau; si
- c. acele drepturi specificate in alt mod in prezentul Acord.

2. Nici o prevedere a acestui Articol nu va fi interpretata in sensul de a conferi companiei sau companiilor de transport aerian ale unei Parti dreptul de a imbarca, pe teritoriul celeilalte Parti, pasageri, bagajele lor, marfa sau posta, transportate contra plata si avand ca destinatie un alt punct pe teritoriul celeilalte Parti.

ARTICOLUL 3

Desemnarea si autorizarea

1. Fiecare Parte va avea dreptul sa desemneze oricate companii de transport aerian doreste pentru a efectua transporturi aeriene internationale in conformitate cu prezentul Acord si sa retraga sau sa modifice aceste desemnari. Aceste desemnari vor fi transmise celeilalte Parti in scris pe canale diplomatice si vor preciza daca compania de transport aerian este autorizata sa efectueze tipul de transport aerian specificat in Anexa I sau in Anexa II sau in ambele.

2. La primirea unei astfel de desemnari si a cererilor de la compania de transport aerian desemnata, in forma si in maniera prescrise pentru autorizatiile de operare si autorizariile tehnice, cealalta Parte va acorda autorizariile corespunzatoare in cel mai scurt timp, cu conditia ca:
- a. cota parte substantiala si controlul efectiv al companiei de transport aerian sa apartina Partii care a desemnat compania de transport aerian, cetatenilor acelei Parti, sau ambilor;
 - b. compania de transport aerian desemnata sa fie calificata sa indeplineasca conditiile prescrise de legile si reglementarile care se aplica in mod obisnuit efectuarii transporturilor aeriene internationale de catre Partea care analizeaza cererea sau cererile; si
 - c. Partea care desemneaza compania de transport aerian sa mentina si sa administreze standardele prevazute in Articolul 6 (Siguranta) si Articolul 7 (Securitatea aeronautica).

ARTICOLUL 4

Revocarea autorizatiei

1. Oricare Parte poate revoca, suspenda sau limita autorizatiile de operare sau autorizariile tehnice ale unei companii de transport aerian desemnata de catre cealalta Parte daca:
- a. cota parte substantiala si controlul efectiv al companiei de transport aerian nu sunt detinute de catre cealalta Parte, de catre cetatenii acelei Parti, sau de catre ambii;
 - b. compania de transport aerian nu reuseste sa se conformeze legilor si reglementarilor la care se face referire in Articolul 5 (Aplicarea legilor) al prezentului Acord; sau
 - c. cealalta Parte nu mentine si nu aplica standardele asa cum sunt prevazute in Articolul 6 (Siguranta).
2. In afara cazului cand o actiune imediata este esentiala pentru a preveni viitoare abateri de la subparagrafele 1b sau 1c ale prezentului Articol, drepturile stabilite de catre prezentul Articol vor fi exercitate doar dupa consultari cu cealalta Parte.

3. **Prezentul Articol nu limiteaza drepturile nici uneia dintre cele doua Parti de a refuza, revoaca, limita sau impune conditii in ceea ce priveste autorizatia de operare sau autorizarea tehnica a unei companii de transport aerian sau ale unor companii de transport aerian ale celeilalte Parti in conformitate cu prevederile Articolului 7 (Securitatea aeronautica).**

ARTICOLUL 5

Aplicarea legilor

1. **La intrarea pe teritoriul unei Parti, in timpul stationarii sau la parasirea teritoriului respectiv, companiile de transport aerian ale celeilalte Parti se vor conforma legilor si reglementarilor Partii respective referitoare la exploatarea si navigatia aeronavelor.**
2. **La intrarea pe teritoriul unei Parti, in timpul stationarii sau la parasirea teritoriului respectiv, legile si reglementarile Partii respective, referitoare la admiterea pe sau plecarea de pe teritoriul acesteia, a pasagerilor, a echipajului sau a marfii cu aeronava (inclusiv reglementarile referitoare la intrarea, autorizatia de plecare, securitatea aeronautica, imigrare, pasapoarte, vama si carantina sau, in cazul postei, reglementarile postale), vor fi respectate de catre sau in numele pasagerilor, echipajului sau in legatura cu marfa transportata, de companiile de transport aerian ale celeilalte Parti.**

ARTICOLUL 6

Siguranta

1. **Fiecare Parte va recunoaste ca valabile, in scopul efectuarii transporturilor aeriene prevazute in prezentul Acord, certificatele de navigabilitate, certificatele de competenta si licentele emise sau validate de catre cealalta Parte si care sunt inca in vigoare, cu conditia ca cerintele pentru astfel de certificate sau licente sa fie cel putin egale cu standardele minime care pot fi stabilite in conformitate cu Conventia. Totusi, fiecare Parte poate refuza sa recunoasca ca valabile, pentru survolarea propriului sau teritoriu, certificatele de competenta si licentele acordate sau validate pentru cetatenii sai de catre cealalta Parte.**
2. **Fiecare dintre cele doua Parti poate sa ceara consultari cu privire la standardele de siguranta mentinute de catre cealalta Parte referitoare la facilitatile aeronautice, echipajele aeronavelor, aeronave si functionarea companiilor de transport aerian desemnate. Daca, in urma**

cealalta Parte nu intreprinde actiunea corectiva corespunzatoare in decursul unei perioade de timp rezonabile.

ARTICOLUL 7

Securitatea aeronautica

1. In conformitate cu drepturile si obligatiile lor mentionate in dreptul international, Partile reafirma ca obligatia lor reciproca de a asigura securitatea aviatiei civile impotriva actelor ilicite constituie o parte integranta a prezentului Acord. Fara a aduce atingere drepturilor si obligatiilor lor in conformitate cu dreptul international, Partile vor actiona in special in conformitate cu prevederile Conventiei referitoare la infractiuni si la anumite alte acte savarsite la bordul aeronavelor, incheiata la Tokyo, la 14 septembrie 1963, Conventiei pentru reprimarea capturarii ilicite a aeronavelor, semnata la Haga, la 16 decembrie 1970 si ale Conventiei pentru reprimarea actelor ilicite indreptate contra securitatii aviatiei civile, incheiata la Montreal, la 23 septembrie 1971 si, atunci cand este in vigoare pentru ambele Parti, ale Protocolului pentru reprimarea actelor ilicite de violenta pe aeroporturile care deservesc aviatia civila internationala, incheiat la Montreal, la 24 februarie 1988.
2. Partile isi vor acorda reciproc, la cerere, asistenta maxima necesara pentru a preveni actele de capturare ilicita a aeronavelor civile si alte acte ilicite indreptate impotriva sigurantei unor astfel de aeronave, a pasagerilor si a echipajelor lor, precum si a aeroporturilor si a facilitatilor de navigatie acriana si vor acorda atentia cuvenita oricarei alte amenintari la adresa securitatii navigatiei aeriene civile.
3. Partile vor actiona in relatiile lor reciproce in conformitate cu standardele privind securitatea aeronautica si cu practicile adecvate recomandate, stabilite de Organizatia Aviatiei Civile Internationale si desemnate ca Anexe la Conventie; acestea vor cere ca operatorii aeronavelor inregistrate in tara respectiva, operatorii aeronavelor care au sediul principal al companiei sau resedinta permanenta pe teritoriul lor si operatorii aeroporturilor de pe teritoriul lor, sa actioneze in conformitate cu aceste prevederi privind securitatea aeronautica.
4. Fiecare Parte este de acord sa respecte prevederile privind securitatea cerute de catre cealalta Parte pentru intrarea pe teritoriu, parasirea teritoriului si in timpul stationarii pe

teritoriul celeilalte Parti si sa ia masuri adecvate pentru a proteja aeronavele si a controla pasagerii, echipajul, bagajele de cala si de mana ale acestora, precum si marfa si proviziile de

bord inaintea si in timpul imbarcarii sau incarcarii. De asemenea, fiecare Parte va acorda atenta cuvenita oricarei cereri a celeilalte Parti privind masuri speciale de securitate pentru a face fata unei amenintari anume.

5. Cand survine un incident sau amenintarea cu un incident de capturare ilicita de aeronava sau alte acte ilicite impotriva sigurantei pasagerilor, a echipajelor, a aeronavelor, a aeroporturilor sau a facilitatilor de navigatie aeriana, Partile isi vor acorda reciproc asistenta prin facilitarea comunicatiilor si prin alte masuri specifice cu intentia de a pune capat rapid si fara urmari nedorite unui astfel de incident sau unei astfel de amenintari.

6. Cand o Parte are motive plauzibile sa creada ca cealalta Parte s-a abatut de la prevederile prezentului Articol cu privire la securitatea aeronautica, autoritatile aeronautice ale acelei Parti pot cere consultari imediate cu autoritatile aeronautice ale celeilalte Parti. Daca nu reusesc sa ajunga la o intelegere satisfacatoare in decurs de 15 zile de la data unei astfel de cereri, aceasta va constitui motiv de a refuza, a revoca, a limita sau a impune conditii autorizatiei de operare si autorizarilor tehnice ale uneia sau mai multor companii de transport aerian ale acelei Parti. In caz de urgenta, o Parte poate lua o masura provizorie inainte de expirarea termenului de 15 zile.

ARTICOLUL 8

Posibilitati oferite pentru desfasurarea activitatii comerciale

1. Companiile de transport aerian ale fiecarei Parti vor avea dreptul sa stabileasca si sa mentina birouri sau agentii pe teritoriul celeilalte Parti pentru promovarea si vanzarea serviciilor de transport aerian.

2. Companiile de transport aerian desemnate de fiecare Parte vor avea dreptul, in conformitate cu legile si reglementarile celeilalte Parti cu privire la intrarea, sederea si angajarea pe teritoriul sau, sa aduca si sa mentina pe teritoriul celeilalte Parti personal de conducere, de vanzari, tehnic, operational si alt personal specializat, necesar pentru efectuarea transportului aerian. Fiecare Parte va acorda, in conformitate cu legile si reglementarile sale, autorizatiile de angajare necesare, vize sau alte documente similare necesare acestui tip de personal.

3. Fiecare companie de transport aerian desemnata va avea dreptul sa efectueze propriul sau handling la sol pe teritoriul celeilalte Parti (handling propriu) sau, daca doreste, sa aleaga

dintre agentii dispusi sa efectueze serviciile respective in totalitate sau partial. Drepturile vor fi supuse doar unor restrictii fizice rezultate din considerente de siguranta a aeroportului. Unde astfel de motive exclud handlingul propriu, serviciile la sol vor fi disponibile pe baze egale

pentru toate companiile de transport aerian; tarifele se vor baza pe costurile serviciilor furnizate; si astfel de servicii vor fi comparabile cu tipul si calitatea serviciilor ca si cum handlingul propriu ar fi fost posibil.

4. Orice companie de transport aerian desemnata de fiecare Parte poate sa se angajeze in vanzarea serviciilor de transport aerian si va avea dreptul sa faca publicitate si sa incurajeze vanzarea unor astfel de servicii pe teritoriul celeilalte Parti direct prin agentiiile proprii si, daca compania doreste, prin agentii sai de vanzari si/sau de calatorie, cu exceptia cazului in care pot fi specificatii exprese in reglementarile privind zborurile charter ale tarii in care charter-ul isi are originea si care au legatura cu protejarea fondurilor pasagerilor si cu drepturile de rambursare in cazul anularii calatoriilor. Fiecare companie de transport aerian va avea dreptul sa vanda astfel de servicii de transport si orice persoana va fi libera sa cumpere astfel de servicii de transport, in moneda acelu stat sau in moneda liber convertibila.

5. Fiecare companie de transport aerian va avea dreptul sa converteasca si sa transfere in tara sa, la cerere, excedentul dintre veniturile locale si sumele platite pe plan local. Conversia si transferul vor fi permise prompt, fara restrictii si fara percepere de impozite si se vor face la cursul de schimb cel mai bun in vigoare la data la care are loc conversia.

6. Companiilor de transport aerian ale fiecărei Parti li se va permite, pe teritoriul celeilalte Parti, sa plateasca in moneda locala pentru cheltuielile locale, inclusiv cumpararea de combustibil. Daca doresc, companiile de transport aerian ale fiecărei Parti pot sa plateasca pentru astfel de cheltuieli pe teritoriul celeilalte Parti in monede liber convertibile in conformitate cu reglementarile valutare locale.

7. In conformitate cu prevederile Anexei IV, in efectuarea sau oferirea serviciilor autorizate pe rutele specificate, orice companie de transport aerian desemnata a unei Parti poate sa fie parte la intelegeri de cooperare in marketing cum ar fi "blocked-space", "code-sharing" sau operatiuni de inchiriere, cu: -

a) o companie de transport aerian sau companii de transport aerian ale oricareia dintre Parti; si

b) o companie de transport aerian sau companii de transport aerian ale unei terte tari, cu conditia ca aceasta terta tara sa autorizeze sau sa permita intelegeri asemanatoare intre companiile de transport aerian ale celeilalte Parti si alte companii de transport aerian folosind servicii catre, dinspre si prin aceasta terta tara;

cu conditia ca toate companiile de transport aerian in astfel de intelegeri:

- 1) sa aiba autoritatea corespunzatoare; si
- 2) sa indeplineasca cerintele aplicate in mod normal unor astfel de intelegeri.

8. In ciuda oricarei alte prevederi a prezentului Acord, companiile de transport aerian si furnizorii indirecti de transport de marfuri ai ambelor Parti vor avea permisiunea sa foloseasca fara restrictie, in legatura cu transportul aerian international, orice transport la sol pentru marfuri catre sau dinspre orice punct de pe teritoriile Partilor sau intr-o terta tara, inclusiv transportul catre sau dinspre toate aeroporturile prevazute cu vama si, inclusiv, unde este posibil, dreptul de a transporta marfa in antrepozit potrivit cu legile si reglementarile aplicabile. Astfel de marfuri, fie ca sunt transportate la sol, fie pe calea aerului, vor avea acces la formalitatile si facilitatile vamale aeroportuare. Companiile de transport aerian pot opta pentru propriile transporturi la sol sau pentru a furniza aceste servicii prin intelegeri cu alte firme de transport la sol, inclusiv transportul la sol efectuat de alte companii de transport aerian si de alti furnizori indirecti de transport aerian de marfa. Astfel de servicii intermodale pentru marfuri pot fi oferite la un pret unic care sa includa atat transportul aerian cat si cel de la sol, cu conditia ca, companiilor de transport sa nu li se prezinte date eronate privind un astfel de transport.

ARTICOLUL 9

Taxe vamale si tarife

1. La sosirea pe teritoriul unei Parti, aeronava folosita pentru transportul aerian international de catre companiile de transport aerian desemnate ale celeilalte Parti, echipamentul lor obisnuit, echipamentul lor de sol, combustibilii, lubrifiantii, materialele tehnice consumabile, piesele de schimb (inclusiv motoarele), proviziile de bord (care includ, dar nu se limiteaza numai la astfel de articole) ca: mancare, bauturi racoritoare si alcoolice, tutun si alte produse, in cantitati limitate, destinate vanzarii sau folosirii de catre pasageri in timpul zborului) si alte articole destinate sau folosite numai in legatura cu exploatarea sau functionarea aeronavei angajate in transport aerian international, vor fi scutite, pe baza de reciprocitate, de la toate restrictiile privind importul, taxele pe proprietate, impozitele pe capital, taxele vamale, accizele si alte asemenea taxe care: (1) sunt impuse de autoritatile nationale si (2) nu se bazeaza pe costul serviciilor furnizate, cu conditia ca aceste echipamente si provizii sa ramana la bordul aeronavei.
2. De asemenea, vor fi scutite, pe baza de reciprocitate, de: taxe, impozite, impuneri, taxe de import-export si alte taxe la care se face referire in paragraful 1 al prezentului Articol, cu exceptia taxelor bazate pe costul serviciului furnizat:
 - a. proviziile aeronavei introduse sau furnizate pe teritoriul unei Parti si luate la bord, in limite rezonabile, pentru utilizare in afara granitelor, de aeronava unei companii

de transport aerian a celeilalte Parti, angajata in transport aerian international, chiar si atunci cand aceste provizii urmeaza sa fie folosite pe un segment al calatoriei efectuate deasupra teritoriului Partii in care acestea au fost luate la bord;

b. echipamentul de sol si piesele de schimb (inclusiv motoarele) introduse pe teritoriul unei Parti pentru functionarea, intretinerea sau repararea unei aeronave a unei companii de transport aerian a celeilalte Parti folosite in transportul aerian international;

c. combustibilul, lubrifiantii si materialele tehnice consumabile introduse sau furnizate pe teritoriul unei Parti pentru a fi folosite de aeronava unei companii de transport aerian a celeilalte Parti angajata in transport aerian international, chiar daca aceste provizii urmeaza a fi folosite pe un segment al calatoriei efectuate deasupra teritoriului Partii in care acestea au fost luate la bord; si

d. materialele promotionale si de reclama introduse sau furnizate pe teritoriul unei Parti si luate la bord in limite rezonabile, pentru a fi folosite in afara granitelor de aeronava unei companii de transport aerian a celeilalte Parti angajata in transport aerian international, chiar in cazul in care aceste provizii urmeaza a fi folosite pe un segment al calatoriei efectuate deasupra teritoriului Partii in care acestea au fost luate la bord.

3. Se poate cere ca echipamentele si materialele consumabile la care se face referire in paragrafele 1 si 2 ale prezentului Articol sa fie tinute sub supravegherea sau controlul autoritatilor competente.

4. Scutirile la care se face referire in prezentul Articol vor fi valabile si in cazul in care companiile de transport aerian ale unei Parti au contract cu o alta companie de transport aerian, care beneficiaza la randul sau de astfel de scutiri acordate de cealalta Parte, pentru imprumutul sau transferul pe teritoriul celeilalte Parti al articolelor specificate in paragrafele 1 si 2 ale prezentului Articol.

ARTICOLUL 10

Tarifele pentru utilizare

1. Tarifele pentru utilizare care pot fi impuse de catre autoritatile sau organele competente ale fiecărei Parti, companiilor de transport aerian ale celeilalte Parti, vor fi corecte, rezonabile, echitabil repartizate intre categoriile de utilizatori si vor fi nediscriminatorii. In orice caz, orice astfel de tarife pentru utilizare vor fi calculate pentru companiile de transport aerian ale celeilalte Parti in conditii nu mai putin favorabile decat cele mai favorabile conditii aplicabile oricarei alte companii de transport aerian la momentul la care acestea au fost calculate.

2. Tarifele pentru utilizare impuse companiilor de transport aerian ale celeilalte Parti pot reflecta, dar nu vor depasi, costul total suportat de autoritati sau de organele competente, pentru furnizarea facilitatilor si serviciilor aeroportuare adecvate, de mediu inconjurator, de navigatie aeriana si de securitate aeronautica, pe aeroport sau in cadrul sistemului integrat de aeroporturi.

Acest cost total poate include o rata rezonabila de rentabilitate a activelor dupa amortizare. Facilitatile si serviciile pentru care se stabilesc tarife vor fi furnizate pe baze eficiente si economice.

3. Fiecare Parte va incuraja consultari intre autoritatile sau organele competente de pe teritoriul sau si companiile de transport aerian care folosesc serviciile si facilitatile si va incuraja schimbul de informatii necesare, intre autoritatile sau organele competente si companiile de transport aerian, pentru a se putea analiza corect daca tarifele sunt rezonabile in conformitate cu principiile paragrafelor 1 si 2 ale prezentului Articol. Fiecare Parte va incuraja autoritatile competente sa notifice, intr-o perioada de timp rezonabila, pe utilizatori asupra oricarei propuneri de modificare a tarifelor pentru utilizare, pentru a permite acestora sa-si exprime punctul de vedere inainte ca schimbarile sa se produca.

4. In cadrul procedurilor de solutionare a diferendelor, conform Articolului 14, nici o Parte nu va fi considerata a fi incalcat vreuna dintre prevederile prezentului Articol, in afara de cazul in care: (i) intr-un interval de timp rezonabil, nu reuseste sa efectueze o analiza a tarifului sau a procedurii, care constituie obiectul reclamatiei celeilalte Parti; sau (ii) in urma unei astfel de analize nu reuseste sa ia toate masurile ce tin de competenta sa pentru a remedia orice tarif sau procedura ce este in contradictie cu prevederile prezentului Articol.

ARTICOLUL 11

Concurenta loiala

1. Fiecare Parte va acorda sanse echitabile si egale companiilor de transport aerian desemnate ale ambelor Parti pentru a participa in conditii de concurenta loiala la oferirea de servicii de transport aerian international in conformitate cu prezentul Acord.

2. Fiecare Parte va permite fiecărei companii de transport aerian desemnata sa determine frecventa si capacitatea transportului aerian international pe care aceasta le ofera, bazate pe consideratiile comerciale de piata. Conform acestui drept, nici una dintre cele doua Parti nu va limita unilateral volumul traficului, frecventa sau regularitatea serviciului, sau tipul/tipurile aeronavelor utilizate de catre companiile de transport aerian desemnate ale celeilalte Parti, cu exceptia cazului cand aceasta ar putea fi ceruta de considerente de ordin vamal, tehnic, operational sau de protectie a mediului, in baza prevederilor privind conditiile uniforme in conformitate cu Articolul 15 al Conventiei.

3. Nici o Parte nu va impune companiilor de transport aerian desemnate ale celeilalte Parti o cerinta de prim refuz, cota de transport, taxa de "no-objection" sau orice alta cerinta cu referire la capacitate, frecventa sau tipul de trafic, aplicabile transporturilor aeriene regulate sau charter care nu ar fi in conformitate cu prevederile prezentului Acord.

4. Nici una dintre cele doua Parti nu va cere supunerea spre aprobare a orarelor, a programelor pentru zborurile charter, sau a planurilor operationale ale companiilor de transport aerian ale celeilalte Parti, in afara de cazul cand acest lucru ar putea fi cerut pe baze nediscriminatorii pentru a se impune conditiile uniforme prevazute de paragraful 2 al prezentului Articol sau cand acest lucru este autorizat in mod expres intr-o anexa a prezentului Acord. Daca o Parte cere doar in scopul informarii inregistrarea documentelor mai sus mentionate de la intermediarii de transporturi aeriene si de la companiile de transport aerian desemnate ale celeilalte Parti, aceasta va reduce pe cat posibil formalitatile administrative referitoare la cerintele si procedurile de inregistrare a documentelor.

ARTICOLUL 12

Stabilirea preturilor

1. Fiecare Parte va permite ca preturile pentru serviciul de transport aerian sa fie stabilite de catre fiecare companie de transport aerian desemnata si sa fie bazate pe consideratii comerciale de piata. Interventia Partilor se va limita la:

- a. prevenirea unor preturi si practici excesiv de discriminatorii;
- b. protectia consumatorilor fata de preturile care sunt excesiv de ridicate sau restrictive datorita faptului ca se abuzeaza de o pozitie dominanta; si
- c. protectia companiilor de transport aerian fata de preturile care sunt artificial scazute datorita subventiilor sau sprijinului guvernamental direct sau indirect.

2. Fiecare Parte poate sa ceara notificarea sau depunerea la autoritatile sale aeronautice a preturilor care urmeaza a fi percepute spre sau dinspre teritoriul sau de catre companiile de transport aerian ale celeilalte Parti. Notificarea sau depunerea de catre companiile de transport aerian ale ambelor Parti poate fi ceruta cu maximum 30 de zile inaintea datei propuse pentru intrarea in vigoare. In cazuri individuale, notificarea sau depunerea poate fi permisa intr-o perioada mai scurta decat cea ceruta in mod normal. Nici una dintre cele doua Parti nu va cere notificarea sau depunerea, de catre companiile de transport aerian ale celeilalte Parti, a

preturilor percepute publicului de catre companiile care efectueaza curse charter, cu exceptia cazului cand pot fi cerute pe baza nediscriminatorie pentru informare.

3. Nici una dintre Parti nu va intreprinde o actiune unilaterala pentru a preveni introducerea unui pret propus sa fie perceput sau continuarea unuia deja perceput de:

- a. o companie de transport aerian a oricareia dintre Parti pentru transport aerian international intre teritoriile Partilor, sau
- b. o companie de transport aerian a unei Parti pentru transport international intre teritoriul celeilalte Parti si oricare alta tara, inclusiv in ambele cazuri transportul in baza inter-linie sau intra-linie.

Daca o Parte considera ca un astfel de pret contravine considerentelor stabilite mai sus in paragraful (1) al prezentului Articol, aceasta va cere consultari si va notifica, cat mai curand posibil, celeilalte Parti motivele nemulțumirilor sale. Aceste consultari vor fi tinute nu mai tarziu de 30 zile de la primirea cererii si Partile vor coopera in asigurarea informatiilor necesare pentru solutionarea rezonabila a disputei. Daca Partile ajung la o intelegere cu privire la pretul pentru care a fost facuta notificarea de exprimare a nemulțumirii, fiecare Parte va depune eforturi sustinute pentru a pune in aplicare aceasta intelegere. Daca nu se ajunge la o astfel de intelegere reciproca, pretul va intra in vigoare sau va ramane in vigoare.

ARTICOLUL 13

Consultari si amendamente

Fiecare Parte poate cere oricand consultari in legatura cu acest Acord. Astfel de consultari vor incepe la o data cat mai curand posibila, dar nu mai tarziu de 60 de zile de la data la care cealalta Parte a primit cererea, cu exceptia cazului cand s-a convenit altfel. Acest Acord poate fi amendat prin acordul scris al Partilor. Amendamentele vor intra in vigoare la data schimbului de note diplomatice, in urma indeplinirii tuturor procedurilor interne necesare ale Partilor.

ARTICOLUL 14

Solutionarea diferendelor

1. Orice diferend aparut in interpretarea prezentului Acord, cu exceptia acelor care pot apara din interpretarea paragrafului 3 al Articolului 12 (Stabilirea preturilor), care nu este solutionat printr-o prima runda de consultari oficiale poate fi dat, cu acordul Partilor, spre analiza si decizie unei persoane sau unui organism. Daca Partile nu se inteleg astfel, diferendul va fi supus, la cererea oricarei Parti, arbitrarii in conformitate cu procedurile mentionate in continuare.
2. Arbitrajul va fi facut de catre un tribunal format din 3 arbitri ce se va constitui dupa cum urmeaza:
 - a. Fiecare Parte va numi un arbitru in decurs de 30 de zile de la primirea unei cereri de arbitrare. In termen de 60 de zile de la numirea celor doi arbitri, acestia vor conveni desemnarea celui de al treilea arbitru, care va actiona ca Presedinte al tribunalului de arbitraj;
 - b. Daca nici una dintre Parti nu reuseste sa numeasca un arbitru, sau daca al treilea arbitru nu este numit in conformitate cu subparagraful a) al prezentului paragraf, oricare Parte poate sa ceara Presedintelui Consiliului Organizatiei Aviatiei Civile Internationale sa numeasca in termen de 30 de zile arbitrul sau arbitrii necesari. Daca Presedintele Consiliului este de aceeaasi nationalitate cu aceea a uneia dintre Parti, vicepresedintele cu rangul cel mai inalt care nu este descalificat din acest motiv va face numirea.
3. Daca nu s-a convenit altfel, tribunalul de arbitraj isi va delimita jurisdicia in conformitate cu prezentul Acord si isi va stabili propriile reguli de procedura. Odata constituit, tribunalul poate recomanda masuri pentru rezolvarea temporara a disputei, pana la decizia finala. La indicatia tribunalului sau la cererea oricarei Parti, dar nu mai tarziu de 15 zile de la data la care tribunalul a fost constituit, se va tine o sedinta pentru a stabili clar litigiile care urmeaza a fi arbitrate si procedurile specifice care urmeaza a fi aplicate.
4. Cu exceptia cazului in care s-a convenit altfel sau tribunalul a dispus, fiecare Parte va supune tribunalului un memorandum, in termen de 45 de zile din momentul in care acesta s-a constituit in intregime. Raspunsurile vor fi date in termen de 60 de zile. Tribunalul, la cererea oricarei Parti sau din proprie initiativa, va tine o audiere in termen de 15 zile de la termenul de primire a raspunsurilor.
5. Tribunalul va incerca sa prezinte o hotarare scrisa in termen de 30 de zile de la incheierea audierii, sau in cazul in care nu a avut loc nici o audiere, de la data la care ambele raspunsuri au fost prezentate. Hotararea majoritatii tribunalului va prevala.

ARTICOLUL 15

Denuntarea

Oricare Parte poate, oricand, sa notifice in scris celeilalte Parti decizia sa de a denunta prezentul Acord. O astfel de notificare va fi trimisa simultan catre Organizatia Internationala a Aviatiei Civile. Prezentul Acord va fi denuntat la un an de la data notificarii scrise, in afara cazului in care notificarea este retrasa prin intelegere intre Parti inainte de expirarea perioadei.

ARTICOLUL 16

Inregistrarea la OACI

Acest Acord si toate amendamentele la acesta vor fi inregistrate la Organizatia Aviatiei Civile Internationale.

ARTICOLUL 17

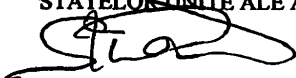
Intrarea in vigoare

Prezentul Acord va intra in vigoare la data schimbului de note diplomatice, in urma indeplinirii tuturor procedurilor interne necesare ale Partilor. La intrarea in vigoare prezentul Acord va inlocui Acordul intre Guvernul Statelor Unite ale Americii si Guvernul Republicii Socialiste Romania din anul 1979, care a modificat si amendat Acordul privind transporturile aeriene civile din 4 decembrie 1973, precum si completarile si amendamentele la acesta.

DREPT CARE, subsemnatii, fiind pe deplin autorizati de catre Guvernele lor respective, au semnat prezentul Acord.

Semnat la Washington, in ziua de 15 iulie 1998, in doua exemplare originale, in limba engleza si in limba romana, cele doua texte fiind egal autentice.

PENTRU GUVERNUL
STATELOR UNITE ALE AMERICII



PENTRU GUVERNUL
ROMANIEI

