



## **A G R E E M E N T**

**BETWEEN**

**THE GOVERNMENT OF MALTA**

**AND**

**THE GOVERNMENT OF ROMANIA**

**FOR CIVIL AIR SERVICES**

The Government of Malta and the Government of Romania,

being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,

animated by the common wish of contributing to the development of international cooperation in the field of air transport, and

desiring to conclude an Agreement for the purpose of establishing scheduled civil air services between and beyond the territory of Malta and the territory of Romania

have agreed as follows:

### **ARTICLE 1**

For the purpose of the application of the Agreement and its Annex, which is integral part of the present Agreement, the following terms, unless the context otherwise requires, shall have the following meaning:

a) "Convention" means the Convention on International Civil Aviation, concluded at Chicago on December 7, 1944 including the annexes and amendments adopted under Articles 30 and 34 of the Convention, so far as these annexes and amendments have become applicable for both Contracting Parties;

b) "Contracting Parties" means on the one hand the Government of Malta and on the other hand the Government of

of Romania;

c) "aeronautical authority" means as regards Malta, the Minister responsible for Civil Aviation and as regards Romania the Civil Aviation Department - Ministry of Public Works, Transportation and Territory Planning or in both cases any person or body authorized to perform any function at present exercised or which may be exercised in the future by those aeronautical authorities;

d) "Designated airline" means the civil airline which has been designated by each Contracting Party to operate the agreed upon services, in accordance with the provisions of Article 1 of the present Agreement;

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

f) the term "tariff" means the prices or charges to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices or charges apply, including prices or charges and conditions for the agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

### ARTICLE 3

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Annex to the Agreement. Such services and routes are hereinafter called "agreed upon services" and "specified routes" respectively.

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

a) to fly, without landing, over the territory of the other State;

b) to make stops in the territory of the other State for non-traffic purposes;

c) to take on and discharge in the territory of the other State, in international traffic, passengers, cargo and

mail, under the conditions provided in the present Agreement and its Annex;

d) to take on and discharge on the territory of the other State, in international traffic, passengers, cargo and mail, in and from intermediate points and points beyond situated in the territory of the other States under the conditions provided in the present Agreement and its Annex.

3. None of the provisions of the present Agreement shall be able to be deemed to confer to the airline designated by one Contracting Party the right to perform civil air transport of passengers, cargo and mail for remuneration, having the point of origin of embarkation and the destination point of discharge in the territory of the other State (cabotage).

#### ARTICLE 3

1. Each Contracting Party has the right to designate as airline to operate the agreed upon services on the specified routes.

Such designation shall form the object of a notification in writing between the aeronautical authorities.

2. The aeronautical authority which has received from the other aeronautical authority the notification for the designated airline, shall grant without delay, subject to the provisions of paragraphs 3 and 4 of the present Article, the necessary operating authorization.

3. The aeronautical authority which grants the operating authorization may require the airline designated by the other Contracting Party to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations applied by such aeronautical authority, to the operation of the international air services.

4. Each Contracting Party may require, for exercising the rights specified in Article 2 of the present Agreement, to be proved that a preponderant part of the ownership and effective control of the airline belong to the State whose Government is the Contracting Party which designated it or to the nationals of the State to which that airline belongs.

5. The designated airline authorized according to paragraph 2 of the present Article, may start at any time,

from the moment of receipt of the operating authorization, the operation of the agreed upon services, provided that a tariff established in accordance with the provisions of Article 15 of the present Agreement is in force in respect of that service.

8. Each Contracting Party shall have the right, by written notification to the other Contracting Party, to withdraw the designation of any airline and to substitute therefor the designation of another airline.

#### ARTICLE 4

1. Each Contracting Party has the right to impose those conditions which it may deem necessary in operating the agreed upon services, or to suspend temporarily the exercising of the rights specified in Article 3 of the present Agreement, or to revoke the operating authorization granted to the airline designated by the other Contracting Party, in the case where:

a) it will be found out that a preponderant part of the ownership and the effective control of that designated airline do not belong to the State whose Government is the Contracting Party which designated it or to nationals of the State to which that airline belongs, or

b) the designated airline did not comply with the laws and other regulations in force of the other State, or

c) the designated airline does not operate the agreed upon services in accordance with the conditions prescribed under the present Agreement and its Annex.

2. Each Contracting Party shall exercise the right to suspend temporarily the rights specified in Article 3 of the present Agreement or to revoke the operating authorization only after consultation with the other Contracting Party, unless these measures are of immediate necessity to prevent further infringement of laws and other regulations in force.

## ARTICLE 2

1. Each designated airline shall enjoy equal and fair opportunities for the operation of the agreed upon services on the routes specified in the Annex of the present Agreement.

2. In operating the agreed upon services, each designated airline shall take into consideration the interests of the airline designated by the other Contracting Party not to affect unduly the air services which the latter designated airline provides on the whole or part of the same route.

3. Operation of the air services provided by the airline designated by each Contracting Party shall bear close relationship between transport capacity and full satisfaction of the current and reasonably foreseeable demand for the carriage of passengers, cargo and mail to or from the territory of the other State.

4. The rights granted to each airline designated by each Contracting Party to take on and discharge passengers, cargo and mail in the territory of the other State having the destination or origin in or from the territory of third States will be exercised in accordance with the general principles of permanent development of international air transport, so that the transport capacity offered on each agreed upon service is adapted to:

a) the demand for air transportation to and from the territory of each State;

b) the demand for air transportation within the area passed through by the served air line and by the airline designated by each Contracting Party, taking into account the air services provided by the local airlines and of the other States in that area, and

c) the requirements of through airline operation.

5. The transport capacity of passengers, cargo and mail which is to be initially provided and any subsequent changes in this capacity shall be discussed between the designated airlines and agreed upon between the two respective aeronautical authorities. The transport capacity initially agreed upon as well as the changes of transport capacity later agreed upon shall be confirmed according to the regulations in force of each Contracting Party.

#### ARTICLE 6

1. The designated airlines shall agree in due time upon the time-tables which shall include the frequency of the flights, the days of operation and types of aircraft to be used, and upon the economic and technical conditions of operating the agreed upon services. These matters, thus agreed upon, shall be submitted for approval to the aeronautical authorities, according to the regulations in force of each Contracting Party.

2. The time-tables established according to paragraph 1 of the present Article shall be submitted for approval to the aeronautical authorities 30 (thirty) days before starting the operation of the agreed upon services. The same procedure shall be applied in case of subsequent changes of time-tables and the period of 30 (thirty) days, subject to the agreement of the aeronautical authorities, can be modified.

3. In case the designated airlines will fail to agree upon the time-tables, the aeronautical authorities shall establish them. The same procedure is also valid in case the designated airlines do not agree upon the subsequent change of the time-tables in force. In this latter case, the existing time-tables shall remain in force for 6 (six) months during which period, the aeronautical authorities will make efforts to establish the new time-tables.

4. At the request of one of the aeronautical authorities, the aeronautical authority of the other Contracting Party will furnish it statistical data relating to the utilization of the transport capacity offered by the designated airline on the routes specified in the Annex of the present Agreement. These statistical data shall, as far as possible, contain the necessary information to establish the volume, the origin and destination of the air traffic.

#### ARTICLE 7

1. The airline designated by each Contracting Party has the right to maintain, in the territory of the other State, a representation with the technical staff necessary for the operation of the agreed upon services and a commercial staff for air traffic promotion.

2. The designated airlines will agree upon the number of persons necessary for their representations, subject to the approval of the aeronautical authorities.

3. The staff of the representations shall have the nationality of the State to which designated airline belongs; according with their national regulations to the Contracting Parties can approve the employment of personnel bearing other nationalities.

#### ARTICLE 8

1. The airways and the points of overlying the frontier for the routes specified in the Annex of the present Agreement will be independently established by each State in its territory.

2. The laws and regulations 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 to the operation, navigation and ATC services 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.

#### ARTICLE 9

1. In the event when an aircraft of the airline designated by each Contracting Party would have an accident or would be in distress in the territory of the other State, the aeronautical authority of the State in whose territory the accident occurred or the aircraft has been in distress shall take the following measures:

a) give any assistance as might be necessary to the crew and passengers;

b) inform without delay the other aeronautical authority about the circumstances and causes of bringing about the accident or distress;

c) provide the security of the aircraft and of its contents, including the baggage, cargo and mail;

d) carry out an investigation into the circumstances and causes of bringing about the accident or distress;

e) give the representatives of the other Contracting Party, the representatives of the designated airline to which the aircraft concerned belongs, and the expert of the aircraft manufacture factory the facilities to attend the investigation as observers and the access to the aircraft;

f) give back the aircraft and its contents as soon as these are no longer necessary for the investigation;

g) communicate to the other aeronautical authority the results of its investigation and, at the request of that other aeronautical authority, remit a copy of the whole investigation report.

3. The crew members of the aircraft involved in an accident or in distress and the designated airline to which the aircraft concerned belongs, shall comply with the regulations of the State in whose territory the accident or distress occurred, especially with regard to the furnishing of information necessary for those carrying out the investigation.

#### ARTICLE 10

1. The aircraft of the designated airline, their usual equipment, the supplies of fuels and lubricants, the aircraft stores including food, beverages, tobacco, and other products destined for sale to passengers during the flight, in limited quantities, shall be exempt from any custom duties and inspection fees or any other duties and taxes on arriving in the territory of the other State, provided that these equipment, supplies and stores remain on board the aircraft up to the time they are re-exported.

2. There shall be exempt from the duties and taxes prescribed in paragraph 1 of the present Article:

a) the aircraft stores taken on board in the territory of the other State within the limits fixed by its authorities, and destined for use on board the aircraft of the designated airline operating on the international air routes;



b) the fuels and lubricants destined to the fueling of the aircraft of the designated airline, used on international air services, taken on board in the territory of the other State, even when such fuels and lubricants are used on the part of the flight performed over the territory in which they were taken on board;

c) the spare parts and usual airborne equipment introduced into the territory of the other State for the maintenance or repair of the aircraft of the designated airline used on the international air routes.

3. The cargo and baggage in direct transit, carried by the aircraft of each designated airline shall be exempt from custom duties and other similar taxes.

4. The sums of money representing the payment for the services rendered shall not be exempt from official levies or any other taxes.

#### ARTICLE 11

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

#### ARTICLE 12

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo.

2. Whenever the payments system between the Contracting Parties is governed by a special agreement, such agreement shall apply.

3. Each Contracting Party shall exempt, on reciprocal basis, the designated airlines of the other Contracting Party from all taxes imposed on income from the activities of the said airlines on its own territory.

#### ARTICLE 11

The laws and other regulations in force in Malta and in Romania which are applied in their territories to the entry, stay and exit of crew of aircraft, passengers, cargo and mail, such as those relating to the formalities of entry, stay, exit and transit or those relating to customs or sanitary measures shall also be applied to the crew of aircraft of the airlines designated by the other Contracting Party as well as to the passengers, cargo and mail carried by such aircraft, while they are in the said territories.

#### ARTICLE 14

The usual airborne equipment and the articles or stores which are on board the aircraft of the airlines designated by each Contracting party may be unloaded in the territory of the other State only with the approval of the customs authorities of this latter State. In this case, such equipment, articles or stores may be placed under the supervision of the said authorities up to the time they are re-exported or receive another destination in accordance with customs regulations.

#### ARTICLE 18

1. The tariffs to be applied for the air carriage to or from the territory of the other State shall be established, as far as possible, by mutual agreement by the airlines designated by the Contracting Parties, at reasonable levels. When establishing the tariffs due regard shall be paid to all determining factors such as cost of operation and a reasonable profit, as well as to the tariffs applied by the airlines operating on the whole or part of the same route. When establishing the tariffs, the designated airlines shall also take into account, as far as possible, the international procedure for determining the tariffs practised by the international usages.

3. The tariffs agreed upon between the designated airlines shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least 45 (forty five) days before the date foreseen for their coming into force. In special cases, this period may be reduced, subject to the agreement of the aeronautical authorities.

4. Subject to the provisions of paragraph 3 of this article any tariff agreed upon between the designated airlines shall come into force only after its approval by the aeronautical authorities of the Contracting Parties. The approval or disapproval of the aeronautical authorities shall be communicated to the designated airlines within a period of 30 (thirty) days from the date of receipt of the filing submitted by the airlines.

5. In the case when the designated airlines will not be able to reach an agreement concerning the tariffs or the tariffs established by them are not totally approved, these tariffs shall be negotiated, and approved, by the aeronautical authorities.

6. In the case where the aeronautical authorities will not reach an agreement concerning a tariff, according to the provisions of paragraph 4 of the present Article, the dispute is to be settled in accordance with the procedure prescribed in Article 17 of the present Agreement.

7. The agreed tariff according to the present Article remains in force up to the moment of establishing a new tariff, which shall be approved in accordance with the same procedure. In the case where the establishment of a new tariff is proposed and negotiations are engaged for this purpose, according to previous paragraphs of the present Article, the old tariff will remain in force but not more than 12 (twelve) months from the proposed date of coming into force of the new tariff.

#### ARTICLE 18

1. The present Agreement may be modified by the mutual agreement of the Parties. For this purpose, each Contracting Party shall examine carefully in a favourable spirit any proposal presented by the other Contracting Party. Any modification agreed upon shall come into force when the Contracting Parties have notified each other the compliance with the formalities required by their legislation relating to the coming into force of international agreements.

1. The Annex to the Agreement may be modified by the aeronautical authorities. Any modification made to the Annex of the Agreement shall come into force after the reciprocal confirmation, by an exchange of notes through diplomatic channels.

2. The negotiations relating to the modification of the Agreement or of its Annex shall begin within a period of 60 (sixty) days from the date the request is received.

#### ARTICLE 17

Any dispute relating to the interpretation or application of the present Agreement or of its Annex shall be settled in the first place by direct negotiations between the aeronautical authorities. In the case when the aeronautical authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

#### ARTICLE 18

1. Periodically, the aeronautical authorities shall consult each other for the purpose of ensuring whether the provisions of the present Agreement are observed and carried out.

2. The present Agreement may be amended as may be necessary by negotiations between the Contracting Parties to conform with any multilateral Convention or Agreement which may become binding on both Contracting Parties.

3. The present Agreement and its Annex, as well as any modifications thereto shall be registered with the International Civil Aviation Organization.

#### ARTICLE 19

The present Agreement will be applied provisionally from the date of its signature and shall come into force when the Contracting Parties have reciprocally notified the compliance with the formalities required by their legislation relating to the coming into force of international agreements.

ARTICLE 21

The present Agreement has been concluded for an indefinite period of time.

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

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done in Valletta, Malta, this <sup>29th</sup> 29th day of November, 1980 in two original copies each in the English and Romanian languages, both texts being equally authentic.



FOR THE GOVERNMENT  
OF MALTA



FOR THE GOVERNMENT  
OF ROMANIA

A. R. R. R.

A.

SCHEDULES OF ROUTES

I.

Routes on which scheduled international air services will be operated by the airlines designated by the Government of Malta:

Points in Malta: Luqa

intermediate points: to be agreed upon between the aeronautical authorities

points in Romania: Bucharest

points beyond: to be agreed upon between the aeronautical authorities

and farther beyond:-

in both directions.

II.

Routes on which scheduled international air services will be operated by the airlines designated by the Government of Romania:

Points in Romania: Bucharest

intermediate points: to be agreed upon between the aeronautical authorities

points in Malta: Luqa

points beyond: to be agreed upon between the aeronautical authorities

and farther beyond:-

in both directions.

## B.

1. Any point or several points on the specified routes may not be served - either on all flights, or on some of them - subject to the interest of the designated airline.

2. The aeronautical authorities of the Contracting Parties may agree upon other points situated in third states where each designated airline will be able to take on or discharge passengers, cargo and mail with the destination or, respectively, origin in the territory of Malta or in the territory of Romania.

3. Additional flights may be operated on the basis of a preliminary application made by each designated airline.