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**Published on the website on May 2024**

**Legislative Decree No. (10) of 1997 ratifying the Air Services Convention between the Government of the State of Bahrain and the Government of Romania**

We, Isa bin Salman Al Khalifa, Emir of the State of Bahrain.

Having reviewed the Constitution;

Emiri Order No. (4) of 1975;

And the Air Services Convention between the Government of the State of Bahrain and the Government of Romania, signed in Bucharest on 19 June 1997;

And upon the submission of the Minister of Transportation,

And after the approval of the Council of Ministers,

**Hereby Decree the following Law:**

**Article One**

The Air Services Convention between the Government of the State of Bahrain and the Government of Romania, signed in Bucharest on 19 June 1997, and attached to this Law, has been ratified.

**Article Two**

The Minister of Transportation shall implement this Law, and it shall come into force from the date of its publication in the Official Gazette.

**Emir of the State of Bahrain**

**Isa bin Salman Al Khalifa**

**Issued at Riffa Palace:**

**On 27 Safar 1418 A.H.**

**Corresponding to 2 July 1997**

**Air Services Convention between the Government of the State of Bahrain and the Government of Romania**

The Government of the State of Bahrain and the Government of Romania, hereinafter referred to as Contracting Parties, as they are parties to the Convention on International Civil Aviation, open for signature in Chicago on the seventh day of December 1944, and desiring to conclude an agreement complementary to the aforementioned Convention, for the purpose of establishing and operating air services between and beyond their territories. They agreed to the following:

**Article One**

**Definitions**

1. For the purposes of the current Agreement and unless otherwise defined:

a)       The term “Convention" refers to the Convention on International Civil Aviation opened for signature in Chicago on the seventh day of December in the year 1944, including any annexes adopted under Article (90) of this Convention and any amendments made to it or to its annexes under Articles (90) and (94) of the same Convention and adopted by both Contracting Parties.

b) "Aviation Authorities" means, in the case of the Government of the State of Bahrain, the Ministry of Transportation represented by the Civil Aviation Affairs. In the case of the Government of Romania, the Directorate of Civil Aviation - Ministry of Transportation, or in either case, any other body or person authorised to carry out the functions currently exercised by the said Authorities.

c) The term “designated air transport company” refers to the air transport company designated and authorised in accordance with the provisions of Article Three of this Agreement.

d) The terms “territory of the Contracting Party” and “nationals of the Contracting Party” mean the territory and nationals of the State of Bahrain and Romania, respectively.

e) The terms “air service,” “international air service,” “air transport company,” and “stopover for purposes other than transportation” shall have the meanings assigned to them respectively in Article (96) of the Convention.

f)           The term “capacity” of the aircraft means the seats available for sale on the aircraft on all or part of the air routes.

g) The term “capacity” in relation to agreed-upon services means the capacity provided on the aircraft and used for the service multiplied by the number of flights operated by the aircraft for a specific period on the air route or part of it.

h) “Traffic” means the carriage of passengers, goods and mail, whether combined or individually.

i)      The term "tariff" refers to the rates or charges payable for the international transportation of passengers, baggage and cargo, and the conditions governing the application of these rates or charges, including charges and conditions for agency and other supplementary services, excluding rates and conditions for the carriage of mail.

j) “Specified Routes” means the routes specified in the current Annex to the Convention , with the aim of operating scheduled international air services by the air transport companies designated by the Contracting Parties.

k) The term “Agreed-upon Services” means the services placed or to be placed on the routes specified in the Route Schedule of this Convention.

l) “Convention” means the current Convention or any amendments thereto in accordance with the provisions of Article (19) of this Convention.

m) “Annex” means the Annex to the current Convention or any amendment made thereto in accordance with the provisions of Article 19 of the current Convention. The Annex is considered an integral part of this Agreement, and every reference to the Agreement is considered a reference to the Annex unless explicitly stated otherwise.

2. The headings listed at the head of each article of the current Convention are intended to provide ease of reference, and they do not limit or expand in any way the meaning of any text of this Convention.

**Article Two**

**Granting of Transport Rights**

1. Each Contracting Party grants the air transport companies of the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes indicated in the route schedule attached to this Convention.

2. According to the provisions of the current Agreement, the air transport companies designated by either Contracting Party shall enjoy the following rights when operating the agreed-upon routes:

a Overflying the territory of the Other Contracting Party without landing.

b Stopover in the aforementioned territory for non-transportation purposes.

c Landing and taking international traffic of passengers, goods, and mail in the territory of the Other Contracting Party at the points indicated in the schedule of routes attached to this Convention, whether jointly or individually.

3. Paragraph (2) of this Convention shall not grant the air transport companies of either Contracting Party the right to take passengers, goods or mail in return for compensation or remuneration in the territory of the and carry them to another point in the territory of the Other Other Contracting Party(prohibition of internal transportation).

**Article Three**

**Designation of Air Transport Companies**

1- Each Contracting Party has the right to designate in writing in the other Contracting Party one or more airlines for the purpose of operating agreed-upon services on the specified routes.

2- Upon the receipt of such designation, the Other Contracting Party shall, taking into account the provisions of Paragraphs (3) and (4) of this Article, without delay, grant the designated air transport company the necessary operating licence.

3- The aviation authorities of either Contracting Party may require the air transport companies related to the Other Contracting Party to comply with the requirements of laws and regulations established by those authorities normally and reasonably for the operation of international air services, in accordance with the provisions of the Agreement.

4- Each Contracting Party has the right to refrain from granting an operating licence, stop the air transport company designated by the Other Contracting Party from exercising the privileges referred to in Paragraph (2) of this Article of the current Agreement, or to impose conditions that it deems necessary on the exercise of the privileges described in Article Two of this Agreement, in a case where it is not convinced that the substantial ownership of the air transport company and its actual management are in the hands of the Contracting Party that designated the air transport company or in the hands of its nationals.

5-  The air transport company that has been designated and granted an operating licence in accordance with the provisions of Paragraphs (1) and (2) of this Article may, at any time, begin operating the agreed-upon services, provided that the designated capacity is in accordance with the provisions of Article (5) of this Convention, as well as the operation schedule approved in accordance with the provisions of Article (7) of this Convention , and the tariff established in accordance with the provisions of Article (8) of this Convention, have been put into effect for the agreed-upon services.

6-  Each Contracting Party has the right to notify in writing the aviation authorities of the other Contracting Party of its desire to substitute another air transport company instead of the air transport company designated by it. The newly designated air transport company also enjoys the same rights, and the same conditions apply to it as are applicable to the previously designated air transport company.

**Article Four**

**Suspension of Operating Licences**

1. Each Contracting Party has the right to withdraw or temporarily suspend the operating licence with respect to the exercise by the air transport company designated by the Other Contracting Party of the privileges described in Article (2) of the current Agreement, or to impose the conditions it deems necessary to exercise those privileges in the following cases:

a In any case where it is not convinced that the substantial ownership of the air transport company and its effective management are vested in the Contracting Party that designated the air transport company or in its nationals.

bIn the event of non-compliance by the air transport company with the laws and regulations of the Contracting Party which granted such rights.

c In the event of the failure of the air transport company to operate in accordance with the conditions stated in this Agreement.

2. If the immediate withdrawal, suspension or imposition of the conditions mentioned in Paragraph (1) of this Article was not necessary to prevent the continued violation of laws and regulations, this right shall not be exercised except after consultation with the Other Contracting Party, in accordance with the provisions of Article (16) of this Agreement.

**Article Five**

**Principles Governing the Operation of Agreed Routes**

1. Fair and equal opportunities shall be provided to the air transport companies affiliated with the Contracting Parties to operate the agreed services on the Specified Routes.

2. When operating the agreed services, the air transport companies designated by each Contracting Party shall take into account the interests of the air transport company of the Other Contracting Party, so as not to unduly affect the services provided by the latter on the entire air route or a part thereof.

3. The capacity provided on the specified route by the airline companies designated by the Contracting Parties must be proportionate to the needs of the public for transportation on the specified party.

4. The services agreed-upon and provided by the air transport company designated by the Other Contracting Party must have the main objective of providing capacity with a reasonable load factor commensurate with the existing and expected needs within reasonable limits for transporting traffic to and from the territory of the Other Contracting Party.

5. The designated air transport company has the right to transport traffic between points on specified routes in the territory of the other Contracting Party and specified points in the territories of other third parties, in accordance with the general principles that require capacity to be proportional to:

a Movement requirements to and from the territory of the Contracting Party that designated the air transport companies.

b   Movement requirements in the region through which the airline companies pass, taking into account other air services carried out by the air transport companies belonging to the countries of this region.

c          The investment requirements of the air transport companies in its transborder operations.

6. The capacity placed on the specified routes must be agreed-upon by the air transport companies designated by the Contracting Parties, and is subject to the approval of the aviation authorities of the Contracting Parties, and any increase over this capacity must be approved by the same parties. Until approval is issued for this increase, work will continue at the previously approved capacity.

**Article Six**

**Providing Statistics**

The aviation authorities of either Contracting Party must provide the aviation authorities of the other Contracting Party, upon request, with periodic information and statistics relating to air traffic transported to and from the territory of the other Contracting Party by the air transport company designated by the first Contracting Party for the agreed-upon services, which are usually prepared and submitted by the designated air transport company to the local aviation authorities. These statistics should include data on the volume and distribution of transported traffic, for the purpose of benefiting from them in reviewing the capacity specified for the agreed-upon services provided by the air transport companies designated by the Contracting Parties, and this information should include data on the volume and distribution of transported traffic. Any additional traffic data statistics requested by one of the aviation authorities in either Contracting Party from the other shall be discussed and Contracting Parties between the two designated civil aviation authorities accordingly.

**Article Seven**

**Approval of Flight Schedules**

1-  The flight schedules agreed-upon by the air transport companies designated by both Contracting Parties must include the type of services provided, the type of aircraft to be used, and the number and dates of flights, and then be submitted to the aviation authorities for approval within a period of no less than (60) days before the start of operation of the agreed-upon services. The same procedures also apply in the event of successive changes to these schedules.

2-  In the event that the designated air transport companies are unable to agree on operating schedules, the aviation authorities of the two Contracting Parties must determine the appropriate operating schedules, and the same procedures shall be applied in the event that the designated air transport companies do not agree on successive changes to these schedules. In this case, work will be done according to the current schedules for a period of (6) six months, until new schedules are determined by the aviation authorities of both Contracting Parties.

**Article Eight**

**Tariffs**

1-  The tariff charged by each of the air transport companies designated by both Contracting Parties to secure transportation to or from the territory of the other Contracting Party must be determined by taking into account all factors related to that, in particular operating costs at reasonable levels of profit, and service advantages, the tariff of air transport companies operating on the same routes, taking into account the economic considerations prevailing in the market accordingly.

2-  The air transport companies designated by both Contracting Parties can agree on the tariff referred to in Paragraph (1) of this Article by resorting to the procedures applied by the relevant international unions and organisations.

3-  The tariff collected by the air transport companies designated by both Contracting Parties must be submitted to the competent aviation authorities of each Contracting Party for approval within a period of (45) days from the proposed date of application of the tariff. In special cases, this period may be reduced with the approval of the aforementioned authorities.

4-  Approval for this tariff is granted explicitly. If no aviation authority indicates its disagreement within (30) days from the date of submitting the application, in accordance with Paragraph (3) of this Article, the tariff shall be considered approved. In the event of an agreement to reduce the period in accordance with what is stipulated in Paragraph (3) of this Article, the aviation authorities can agree on a deadline for notification of rejection that is less than (30) days.

5-  If the tariff is not agreed-upon in accordance with Paragraph (2) of this Article, or if the aviation authorities, during the period to be applied, in accordance with Paragraph (4) of this Article, notify the other aviation authorities of their rejection of the agreed-upon tariff in accordance with the provisions of Paragraph (2) of this Article, in this case, the authorities of the Contracting Parties shall seek to determine a tariff by mutual agreement.

6-  If the aviation authorities do not agree on the tariff submitted to them in accordance with Paragraph (3) of this Article, or on determining the tariff in accordance with Paragraph (5) of this Article, then in this case the dispute will be settled in accordance with the provisions of Article (17) of this Convention.

7-  The tariff established pursuant to the provisions of this Article shall remain in effect until an agreement is reached to set a new tariff. The tariff may be extended for another period from the original date of its expiration with the approval of the aviation authorities of the two Contracting Parties. However, this tariff cannot be extended in accordance with this Paragraph for more than twelve months from the date on which it expires.

**Article Nine**

**Exemption from Customs and Other Duties**

1. 1) Aircraft belonging to an air transport company designated by the Contracting Parties operating on an international air service, as well as fuel stocks, lubricating oils, other consumable technical supplies and spare parts, regular equipment and aircraft storage, including food, beverages and tobacco, shall be exempt from customs duties, inspection fees, and other similar fees and taxes when entering or leaving the territory of the Other Contracting Party, on the basis of reciprocity, provided that this equipment and supplies remain on board the aircraft until the time of its re-export, even if it is consumed or used by those aircraft during their flights over that territory.

2. Also exempted from the same taxes, customs duties and other similar fees, with the exception of the fees collected for the following provided services:

a Fuel and operating materials brought into the territory of one Contracting Party for use on board aircraft of air transport companies designated by the other Contracting Party, operating an international air service, even if such supplies are used on part of the flight over the territory of the Contracting Party from which these supplies were shipped.

b Spare parts and regular equipment introduced into the territory of either Contracting Party, for the maintenance and repair of aircraft of the other Contracting Party used in international air service.

c Storage of aircraft taken on board in the territory of one Contracting Party, within limits specified by the authorities of that Contracting Party, for use on board aircraft departing on an international service of the other Contracting Party.

d Goods and luggage in the event of direct transit within the territory of either Contracting Party.

e Materials imported into the territory of either Contracting Party for the purpose of being used in the offices of the agent of the air transport company designated by the other Contracting Party, for free distribution for advertising and promotion purposes, provided that it bears the name of the designated air transport company. Also, the materials referred to in phrases (a), (b) and (c) of this Paragraph must be subject to the supervision or control of the customs authorities.

3. Ordinary equipment, materials and supplies on board aircraft used by the company designated by a Contracting Party may only be unloaded upon the approval of the customs authorities of that territory.

In this case, these materials are placed under the control of these authorities until they are re-exported or a decision is taken regarding them in accordance with customs laws.

**Article Ten**

**Commercial Representation of Air Transport Companies**

1- Each Contracting Party grants the designated air transport company the establishment of representative offices in the territory of the other Contracting Party, in accordance with the principle of reciprocity, with the right to appoint its commercial, administrative, technical, and operations staff necessary to meet its requirements in this territory.

2- The air transport company designated by either Contracting Party has the right, in accordance with the principle of reciprocity, to deal in issuing travel tickets and promoting its sales to the international destinations to which it flies, in accordance with the laws and regulations in force in the territory of the Other Contracting Party.

3- The establishment of the offices of designated air transport companies and their employees, as referred to in Paragraph (1) of this Article, is subject to the regulations and laws applied by the Contracting Parties, including the regulations for the entry and residence of foreigners in the territory of each party.

**Article Eleven**

**Transfer of Surplus Revenues**

1- Each Contracting Party grants the air transport companies designated by the other Contracting Party the right to freely transfer the surplus revenues over expenses generated in its territory by the designated air transport companies, in exchange for the carriage of passengers, mail and goods. These transfers are made in convertible currency in accordance with the official exchange rate systems applied according to the date of the transfer, without imposing any restrictions.

2- In the event that there is a special agreement between the Contracting Parties regarding the transfer of revenue payments, such transfer operations shall be carried out in accordance with the provisions of this Agreement.

3- The profits resulting from aircraft operations, as a result of its investment in international traffic, as well as the transported goods, which are used to operate the aircraft, are subject to tax only in the place where the actual management of the designated air transport company is located.

4- If a Contracting Party imposes restrictions on the transfer of surplus revenues over expenses achieved by the designated air transport companies of the Other Contracting Party, the latter has the right to impose similar restrictions on the air transport companies designated by that Contracting Party.

**Article Twelve**

**Airport Fees and Other Similar Fees**

Any tariff imposed or permitted to be imposed by either Contracting Party for the use of airports and other air facilities located in the territory of Romania or the State of Bahrain, respectively, which applies to all aircraft operating similar international services, must be charged at the official rate established for the tariff in accordance with the laws and other regulations applicable in the territory of each country.

**Article Thirteen**

**Recognition of Certificates and Licences**

1- The other Contracting Party shall recognise the airworthiness certificates, certificates of eligibility and licences granted, or approved by one of the Contracting Parties, and which are still in force, for the purpose of exploiting the services and routes agreed-upon under this Convention , provided that the requirements for those certificates and licences granted or approved are equivalent to or exceed the minimum specifications stipulated in the Convention.

2- Each Contracting Party reserves the right not to recognise certificates of eligibility and licences granted, for the purpose of crossing over its territory, by the other Contracting Party or any other state to its nationals.

**Article Fourteen**

**Application of Laws and Regulations**

1- The laws and regulations in force in one of the Contracting Parties relating to the entry, flight in or departure from the aircraft of the air transport company designated by it, which operates in international air navigation into its territory, or flying into or leaving it, or relating to the operation or navigation of such aircraft when they are within its territory, shall apply to the aircraft of the air transport company designated by the Other Contracting Party. These aircraft must take into account their application when entering or leaving the territory of that Other Contracting Party, or while they are present in it.

2- The application of laws and regulations in force in the Contracting Parties regarding the entry, stay or departure of passengers, crew and goods, including mail, within its territory, such as regulations related to entry and exit, immigration, passports, customs and health procedures concerning passengers, crew and goods, including mail transported by aircraft of the air transport company affiliated with the Other Contracting Party when entering or leaving the territory of this Contracting Party or during their presence in it.

3- The routes and air points used to cross the airspace of Romania and the State of Bahrain, respectively, and shown in the annex to the route schedule of this Convention, must be determined by the Contracting Parties in their respective territories separately.

**Article Fifteen**

**Conformity with a Multilateral Convention**

If a general multilateral Convention concerning air transport enters into force for both Contracting Parties, the current Convention shall be amended in consultation between the Contracting Parties in a manner consistent with the provisions of the aforementioned Agreement or Convention.

**Article Sixteen**

**Consultations**

1- In the spirit of close cooperation, the Contracting Parties or their aviation authorities shall consult from time to time with a view to adhering to and implementing the provisions of this Agreement.

2- If one of the Contracting Parties wishes to interpret, apply, or amend the provisions of this Convention with the Other Contracting Party. It may request consultation through his aviation authorities, whether through correspondence or bilateral consultations, and this consultation must begin within (60) days from the date of the request, unless the Contracting Parties agree to extend this period.

**Article Seventeen**

**Settlement of Disputes**

If any dispute arises between the Contracting Parties regarding the interpretation or application of this Agreement, they shall first attempt to settle the dispute through negotiations at the level of their aviation authorities. If the aviation authorities do not reach an agreement in this regard, the Contracting Parties must seek to resolve it through diplomatic channels.

**Article Eighteen**

**Aviation Security**

1- The Contracting Parties reaffirm, in line with their rights and obligations under international law, that their obligation to each other to protect civil aviation security from acts of unlawful interference forms part of this Convention, and without limiting the generality of their rights and obligations under international law, the Contracting Parties must act in particular in accordance with the provisions of the Convention on Crimes and Certain Other Acts Committed on Board Aircraft, signed in Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 September 1965, and the Convention on Acts Committed against the Safety of Civil Aviation, signed in Montreal on 23 September 1971, and any other treaties related to aviation security to which the two Contracting Parties are parties.

2- Each Contracting Party shall, upon request, provide to the other Party all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts committed against the safety of those aircraft, their passengers, crews, airports, air navigation equipment and services and to prevent any other threat to civil aviation security.

3- The Contracting Parties must act, within the framework of their mutual relationship, in accordance with the aviation security provisions established by the International Civil Aviation Organisation and specified in Annexes to the Convention on International Civil Aviation to the extent that those security provisions are applicable to the Parties, and they must oblige operators of aircraft registered with them or investors whose main business centre or main residence is in their territories and airport operators in their territories shall act in accordance with the aforementioned aviation security provisions.

4- Each Contracting Party agrees that such investors may be required to observe the security provisions referred to in Paragraph (3) above and which are required by the Other Party for entry into, departure from or while present in the territory of that other Contracting Party. Each Contracting Party shall ensure the effective application of appropriate procedures within its territory for the protection of aircraft and shall inspect passengers, crew, hand luggage, other baggage, cargo and aircraft holds before and during boarding. Each Contracting Party must consider in a positive spirit any request submitted by the other Contracting Party for the purpose of obtaining special and reasonable measures to address any particular threat.

5- When an incident occurs or there is a threat of an incident of unlawful seizure of civil aircraft or any unlawful acts committed against the safety of such aircraft, their passengers and crews, airports or equipment and air navigation services, the Contracting Parties agree to cooperate to facilitate communications and other appropriate measures that aim to end this incident or threat thereof quickly and safely.

6- Each Contracting Party must take possible measures to secure aircraft from acts of unlawful seizure, or any unlawful acts, when they land in the territory of the country whose territory is being detained, unless their departure is necessary to protect the lives of passengers whenever possible. These procedures may also be carried out in consultation between the aviation authorities of the two Contracting Parties.

7- If any of the Contracting Parties has problems related to applying the provisions of this Article. The aviation authorities of the Contracting Parties must request immediate consultations with the Other Party regarding this matter.

**Article Nineteen**

**Amendments**

1- It is possible to amend this Convention by mutual agreement between the Contracting Parties. For this purpose, each Contracting Party must carefully examine any proposal submitted to it by the Other Contracting Party. All amendments agreed-upon by the Contracting Parties must enter into force when each party notifies the other after confirming them through diplomatic channels, in accordance with their legislative procedures in this regard.

2- The amendments to the route schedules attached to this Agreement may be the subject of direct agreement between the aviation authorities of the two Contracting Parties, by confirming their agreement to this through an exchange of correspondence between them.

3- If one of the Contracting Parties considers it desirable to amend the Annex to the Schedule of Routes to this Convention. It must request consultation with the Other Contracting Party, and this consultation must begin within (60) days from the date of the request unless the Contracting Parties agree to extend this period.

**Article Twenty**

**Registration with the International Civil Aviation Organisation**

This Agreement and any amendments thereto shall be registered with the Council of the International Civil Aviation Organisation.

**Article Twenty-One**

**Entry Into Force**

1- This Convention replaces any previous Conventions concluded between the Contracting Parties in the field of international air services.

2- This Agreement shall be applied temporarily from the date of its signing, and shall enter into force as of the date on which the two Contracting Parties notify each other that the necessary legislative procedures have entered into force accordingly.

**Article Twenty-Two**

**Termination of the Agreement**

Either Contracting Party may, at any time, notify the other Contracting Party of its desire to terminate the current Agreement, provided that this notice is communicated at the same time to the Council of the International Civil Aviation Organisation. In this case, the current Agreement shall terminate after (12) twelve months have passed from the date of receipt by the Other Contracting Party, unless the notice of termination has been withdrawn by agreement between the two Contracting Parties before the end of this period. If the Contracting Party refuses to acknowledge receipt of the notice, it shall be deemed to have received it after a period of fourteen (14) days from the date of receipt of the notice by the Council of the International Civil Aviation Organisation.

In witness whereof the two delegates duly authorised for this purpose by their respective governments have signed this Agreement.

Done in Bucharest on 19 June 1997 in the Arabic, Romanian and English languages. Both texts are equally authentic. In the event of any disagreement over the interpretation of this agreement, the English text shall prevail.

**On behalf of the Government of the State of Bahrain                                               On behalf of the Government of Romania**

**Schedule of Routes Annex**

**Part (A)**

The routes that can be operated in both directions by the airline company designated by the Government of the State of Bahrain:

|  |  |  |  |
| --- | --- | --- | --- |
| **Points in the State of Bahrain** | **Intermediate points** | **Points in Romania** | **Points beyond** |
| Bahrain | Istanbul / Kuwait /Damascus/Baghdad | Bucharest | Geneva / Vienna /Munich/ Brussels |

The routes that can be operated in both directions by the airline company designated by Romania:

|  |  |  |  |
| --- | --- | --- | --- |
| **Points in Romania** | **Intermediate points** | **Points in the State of Bahrain** | **Points beyond** |
| Bucharest | Damascus / Kuwait / Amman / Istanbul | Bahrain | Bangkok / Singapore / Manila / Melbourne |

**Annex**

**Part (B)**

1- The air transport companies designated by both Contracting Parties have the right, as their interests require, to commit to operating at one or more points on the specified air routes for all or part of their flights.

2- The aviation authorities of the Contracting Parties can agree to designate other points in the territories of third countries, whenever the air transport companies designated by them are able to obtain transport rights that qualify them to pick up or disembark passengers, freight and mail from points located in the territory of Romania, or the State of Bahrain to the points heading to it or respectively.

3- The additional flights shall be marketed among the designated air transport companies, and then approved by the aviation authorities of the two Contracting Parties.