

**No. 4521**

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**DENMARK  
and  
BULGARIA**

**Civil Air Transport Agreement (with annexes and exchange  
of letters). Signed at Sofia, on 24 May 1958**

*Official text: French.*

*Registered by Denmark on 24 September 1958.*

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**DANEMARK  
et  
BULGARIE**

**Accord relatif aux transports aériens civils (avec annexes  
et échange de lettres). Signé à Sofia, le 24 mai 1958**

*Texte officiel français.*

*Enregistré par le Danemark le 14 septembre 1958.*

[TRANSLATION — TRADUCTION]

No. 4521. CIVIL AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE ROYAL GOVERNMENT OF DENMARK AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA. SIGNED AT SOFIA, ON 24 MAY 1958

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The Royal Government of Denmark and the Government of the People's Republic of Bulgaria, hereinafter referred to as the Contracting Parties, desiring to regulate mutual relations in the field of civil aviation and to promote the development of air services between the two countries, have agreed on the following provisions :

*Article I*

The two Contracting Parties grant each other the rights specified in annex I<sup>2</sup> to this Agreement, necessary for the establishment and operation of the air services shown in the said annex.

*Article II*

1. The air services shown in annex I to this Agreement may be inaugurated as soon as the Contracting Party to which the rights referred to in article I are granted has designated an airline for this purpose and as soon as the Contracting Party granting the rights has issued to the airline the appropriate operating permit.

2. Subject to the provisions of paragraph 4 of this article, each Contracting Party shall as soon as possible issue the requisite operating permit to the airline designated by the other Contracting Party.

3. The aeronautical authority of either Contracting Party may, before authorizing the airline designated by the other Contracting Party to inaugurate the air services shown in annex I, require the said airline to prove that it is qualified to fulfil the conditions prescribed by the laws and regulations normally applied to the operation of international air services.

4. Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a

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<sup>1</sup> Came into force on 24 May 1958, the date of signature, in accordance with article XVI.

<sup>2</sup> See p. 247 of this volume.

permit in any case where it is not satisfied that preponderant ownership and effective control of such airline are vested in the other Contracting Party or in nationals or corporate bodies of that Party, or in case of failure by such airline to comply with the laws and regulations referred to in article IX.

Unless revocation of the permit is essential to prevent further infringements, this right shall be exercised only after consultation with the other Contracting Party.

### *Article III*

1. Each Contracting Party shall prescribe the routes to be followed over its territory by aircraft of the airline designated by the other Contracting Party in operating the services specified in annex I. The routes to be followed by aircraft shall as far as possible be determined with due regard for economy of operation and for safety of navigation.

2. Questions relating to the safety and technical operation of flights shall be regulated in annex II<sup>1</sup> to this Agreement and shall fall within the jurisdiction of the aeronautical authorities of the Contracting Parties.

### *Article IV*

Fees and other charges imposed for the use of airports and of airport installations and technical facilities in the territory of each Contracting Party shall be payable in accordance with the fees and rates officially established.

### *Article V*

1. Aircraft making flights in accordance with article I of this Agreement and fuel, lubricating oils, spare parts, regular equipment and stores present on board such aircraft shall, on arriving in or leaving the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges, even though such materials are used or consumed in flight over that territory.

2. Spare parts, fuel and lubricating oils necessary for the performance and safety of flights made in accordance with article I of this Agreement and tools intended to complete the equipment of the aircraft shall, on importation into or exportation from the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges. Fuel, lubricating oils and spare parts may be stored at the airports served by each of the designated airlines for the purpose of the flights provided for in article I of this Agreement.

<sup>1</sup> See p. 249 of this volume.

3. The aforesaid supplies shall, in the territory of the other Contracting Party, be kept under customs supervision.

#### *Article VI*

Commercial questions, i. e. the regulations governing the servicing of aircraft on the ground and the fixing of flight schedules and rates, shall be dealt with by special agreements between the designated airlines.

The said rates shall be fixed taking into account the relevant principles of international air transport.

The said agreements shall where appropriate be subject to ratification by the competent aeronautical authorities of the two Contracting Parties.

#### *Article VII*

Aircraft of the designated airlines shall, on flights in the territory of the other Contracting Party, bear the nationality and registration marks of their country prescribed for international air navigation and carry the following documents :

- Certificate of registration ;
- Certificate of airworthiness ;
- Licence for each member of the crew ;
- Journey log book or document in lieu thereof ;
- Operating licence of the aircraft's radio station ;
- Passenger list ;
- Manifests of cargo and mail ;
- Special permits for air carriage of certain categories of goods, where required.

#### *Article VIII*

For the purpose of operating the air services specified in annex I to this Agreement, each Contracting Party shall recognize as valid certificates of competency, licences and certificates of airworthiness issued or rendered valid by the other Contracting Party.

#### *Article IX*

1. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft within its territory shall also apply to aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews and cargo shall apply to the passengers, crews and cargo of aircraft belonging to the airline designated by the other Contracting Party.

3. Passengers in transit through the territory of a Contracting Party shall be subject to a simplified control system. Baggage and cargo shall be exempt from customs duties, import charges and other national duties and charges if in direct transit.

#### *Article X*

In the event of a forced landing by, damage to or a disaster involving an aircraft of one Contracting Party in the territory of the other Contracting Party, the Party in whose territory the accident occurs shall immediately notify the other Contracting Party thereof, take the necessary action to investigate the causes of the accident and, at the request of the other Contracting Party, grant representatives of that Party free access to its territory for the purpose of attending as observers the inquiry into the accident. It shall likewise take immediate action to assist the crew and passengers injured in the accident and to protect the mail, baggage and cargo on board the aircraft. The Party conducting the inquiry shall report the findings thereof to the other Contracting Party and, if the other Contracting Party so desires, hand over to it all relevant material.

#### *Article XI*

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such technical and commercial personnel as is necessary for operation of the air services provided for in article I of this Agreement. The number of persons to be employed for this purpose shall be agreed between the Contracting Parties.

#### *Article XII*

Questions relating to the settlement of accounts shall be regulated by special contracts between the airlines of the Contracting Parties, concluded in accordance with the payments agreements existing during the term of this Agreement, or shall be dealt with in accordance with the exchange regulations in force in the territories of the Contracting Parties. The Parties shall do everything in their power to facilitate the transfer of the funds involved.

*Article XIII*

For the purpose of this Agreement and its annexes :

(a) The expression "aeronautical authority" means : in the case of Denmark, "the Ministry of Public Works" or any authority authorized to perform the functions for which the said Ministry is at present responsible ; in the case of the People's Republic of Bulgaria, "the Ministry of Transport and Communications" or any authority authorized to perform the functions for which the said Ministry is at present responsible ;

(b) The expression "designated airline" means : any airline which the aeronautical authority of one Contracting Party shall have designated in a notice in writing to the aeronautical authority of the other Contracting Party as the airline which it intends to designate under articles I and II of this Agreement for the operation of the air services specified in the same notice.

*Article XIV*

1. Either Contracting Party may at any time propose to the other Contracting Party any modification of this Agreement which it considers desirable. A consultation between the Contracting Parties on the proposed modification shall take place within sixty days from the date of the request therefor by either Party.

2. Should either Contracting Party consider it desirable to modify one of the annexes to this Agreement, the aeronautical authorities of the two Contracting Parties may agree to make such modification.

3. Any modification of this Agreement or its annexes under paragraphs 1 and 2 of this article shall come into effect after it has been confirmed by an exchange of notes between the Contracting Parties.

*Article XV*

1. In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time in order to satisfy themselves that the principles laid down in this Agreement and its annexes are being applied and observed in a satisfactory manner.

2. Any dispute relating to the interpretation or application of this Agreement or its annexes shall be settled by direct negotiation between the competent aeronautical authorities. If agreement cannot be reached by negotiation, a settlement shall be sought through the diplomatic channel.

*Article XVI*

This Agreement, together with its annexes, shall enter into force on the date of its signature.

This Agreement may be denounced by either Contracting Party and shall terminate twelve months after the date on which notice of such denunciation is received by the other Contracting Party.

IN WITNESS WHEREOF the undersigned, having been duly authorized for the purpose, have signed this Agreement.

DONE at Sofia, on 24 May 1958, in duplicate in French.

For the Royal Government of Denmark :

(Signed) KARL I. ESKEKUND

For the Government of the People's Republic of Bulgaria :

(Signed) KIRILOV

#### ANNEX I

##### A

The airlines designated by one Contracting Party shall enjoy, in the territory of the other Contracting Party, the right of transit and the right to make technical stops ; they may also use airports and other aeronautical facilities provided for international traffic. They shall also enjoy, in the territory of the other Contracting Party, the right to pick up and set down international traffic in passengers, baggage, mail and cargo in accordance with the terms of this Agreement.<sup>1</sup>

##### B

The designated airlines shall be authorized to operate on the following air routes :

(a) For the airline designated by Denmark :

- From points in Denmark — via intermediate stops to points in Bulgaria, in both directions ;
- From points in Denmark — via intermediate stops to points in Bulgaria and beyond, in both directions ;

(b) For the airline designated by the People's Republic of Bulgaria :

- From points in Bulgaria — via intermediate stops to points in Denmark, in both directions ;
- From points in Bulgaria — via intermediate stops to points in Denmark and beyond, in both directions.

<sup>1</sup> See p. 237 of this volume.

## ANNEX II

## A

The Contracting Parties undertake to organize the exchange of information between the services responsible for matters relating to flight safety—in Denmark : the Air Traffic Control Service of the Directorate of Civil Aviation ; in the People's Republic of Bulgaria : TABSO, Bulgarian Civil Air Transport—in order to ensure the safety and regularity of the air services provided for in this Agreement.<sup>1</sup> This provision applies, in particular, to the transmission of air traffic control service messages (flight plan ; aeronautical information service—NOTAM ; meteorological service).

## B

The following provisions in particular shall form a compulsory feature of the flight safety service in the territories of the Contracting Parties, which by virtue of article IX of this Agreement shall be provided in accordance with national regulations :

*(a) Preparation for flights*

Before departure, crews shall be provided with written and oral information regarding weather conditions over the whole route. Crews shall be provided with information on the condition of airports and on all navigational aids necessary for making the flight. A flight plan shall be prepared by the pilot in command of the aircraft. No aircraft shall be allowed to take off until the said plan has been approved by the competent air traffic control centre ;

*(b) Conduct of flights*

Each flight shall be carried out in accordance with the terms of the flight plan. No departure from the flight plan may be made except with the approval of the competent area control centre. Except in extraordinary circumstances requiring immediate action, aircraft shall obey the instructions of the competent air traffic control centre.

The crews of aircraft shall maintain an uninterrupted listening watch on the transmitting frequency of the local flight control authority. They shall likewise be prepared to transmit on the said authority's receiving frequency. The Contracting Parties agree that communication on the said frequency or frequencies shall where possible be maintained by radiotelephony. The English language shall be used for such communication.

If communication cannot be maintained by radiotelephony, radiotelegraphy shall be used in accordance with the international Q Code.

Aircraft shall transmit position reports at prearranged points.

All information concerning ground services and, in particular, concerning the navigational aids necessary for flight safety shall be taken, in respect of Danish territory, from AIP-Denmark and NOTAM and, in respect of Bulgarian territory, from AIF-Bulgaria and NOTAM.

<sup>1</sup> See p. 237 of this volume.



The designated airlines shall advise the authorities responsible for flight safety of the minimum weather conditions for landings at the airport. In the absence of a standard procedure for landing at the airport, they shall also advise the said authorities of the procedure for landing their aircraft in low visibility conditions. Where a standard landing procedure exists it shall be used if possible.

## C

On the air routes shown in annex I,<sup>1</sup> section B, non-scheduled flights shall not be made without advance notice, which shall be given by the airline concerned to the competent aeronautical authority not less than twenty-four hours before the departure of the aircraft.

## EXCHANGE OF LETTERS

## I

24 May 1958

Sir,

With reference to the Civil Air Transport Agreement between the Royal Government of Denmark and the Government of the People's Republic of Bulgaria, signed on 24 May 1958,<sup>2</sup> I have the honour to inform you that, in accordance with article II of that Agreement, the Danish Government has designated Det Danske Luftfartselskab (DDL) to operate the routes specified in annex I<sup>1</sup> to that Agreement.

In this connexion I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

1. Det Danske Luftfartselskab (DDL), co-operating with Det Norske Luftfartselskap (DNL) and AB Aerotransport (ABA) under the designation of Scandinavian Airlines System (SAS), shall be authorized to operate the services assigned to it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.
2. In so far as Det Danske Luftfartselskab (DDL) employs aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment

<sup>1</sup> See p. 247 of this volume.

<sup>2</sup> See p. 237 of this volume.

of Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefor.

I have the honour to be, etc.

(Signed) KARL I. ESKEKUND

The Chairman of the Bulgarian Delegation

## II

24 May 1958

Sir,

With reference to the Civil Air Transport Agreement between the Government of the People's Republic of Bulgaria and the Royal Government of Denmark, signed on 24 May 1958, I have the honour to inform you that, in accordance with article II of that Agreement, the Bulgarian Government has designated "TABSO" — Bulgarian Civil Air Transport — to operate the routes specified in annex I to that Agreement.

At the same time I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

[See letter I]

I have the honour to be, etc.

(Signed) KIRILOV

The Chairman of the Danish Delegation

## III

Sofia, 24 May 1958

Sir,

With reference to the Civil Air Transport Agreement between the Government of the People's Republic of Bulgaria and the Royal Government of Denmark, signed this day, I have the honour to submit to you the following text, which should be taken into consideration in applying that Agreement.

"In the event of an accident to aircraft, crews, passengers, baggage or cargo, the airline or the agency responsible for the operation of airports shall assume responsibility for all damage sustained, in accordance with the national laws of the Contracting Party in whose territory the accident occurred, or in

accordance with its international obligations under international multilateral conventions to which both Contracting Parties are parties.”

I have the honour to be, etc.

(Signed) KIRILOV

The Chairman of the Danish Delegation

IV

Sofia, 24 May 1958

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter III]

I have the honour to confirm that I have taken due note of the said letter.

I have the honour to be, etc.

(Signed) KARL I. ESKELUND

The Chairman of the Bulgarian Delegation

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