

No. 5036

**AUSTRIA
and
BULGARIA**

**Air Transport Agreement (with annexes). Signed at Sofia,
on 12 September 1958**

Official texts : German and Bulgarian.

Registered by the International Civil Aviation Organization on 11 March 1960.

**AUTRICHE
et
BULGARIE**

**Accord relatif aux transports aériens (avec annexes). Signé
à Sofia, le 12 septembre 1958**

Textes officiels allemand et bulgare.

Enregistré par l'Organisation de l'aviation civile internationale le 11 mars 1960.

[TRANSLATION¹ — TRADUCTION²]

No. 5036. AIR TRANSPORT AGREEMENT³ BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA. SIGNED AT SOFIA, ON 12 SEPTEMBER 1958

The Austrian Federal Government and the Government of the People's Republic of Bulgaria, desiring to regulate the mutual relations within the field of civil aviation and to further the development of air transport between the two countries, hereby conclude the following agreement :

Article I

Each Contracting Party grants to the other Contracting Party the rights specified in Annex 1⁴ to this agreement for the purpose of establishing and operating the air services specified in the Annex.

Article II

1) Each Contracting Party shall designate to the other Contracting Party one or more airlines for the purpose of operating these air services and shall, subject to the granting of the authorization provided for in paragraph 2 of this Article, establish the date for the opening of these air services.

2) Each Contracting Party shall, subject to the provisions of paragraph 4 of this Article, without delay grant to the airline or airlines designated by the other Contracting Party, the appropriate operating authorization.

3) Before granting the operating authorization for the opening of the air services specified in Annex 1, the Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party, to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services.

4) Each Contracting Party reserves the right to refuse or withdraw the operating authorization from an airline designated by the other Contracting Party in any case where it is not satisfied that substantial ownership and effective control over that airline are vested in the other Contracting Party or in physical or juridical

¹ Translation provided by the International Civil Aviation Organization.

² Traduction transmise par l'Organisation de l'aviation civile internationale.

³ Came into force on 12 September 1958, the date of signature, in accordance with article XVI.

⁴ See p. 32 of this volume.

persons of that Contracting Party, and in any case where the airline fails to comply with the laws and regulations mentioned in Article IX ; or does not abide by the decision of the court of arbitration in accordance with Article XV.

This right shall be exercised only after consultation with the other Contracting Party unless the withdrawal of the operation authorization is essential to prevent further infringements (of laws and regulations).

Article III

All problems connected with the safeguarding and technical operation of the flights shall be described in Annex 2¹ to this Agreement and shall fall within the competence of the Aeronautical Authorities of the Contracting Parties.

Article IV

The fees for the use of airports and other aviation facilities which will be imposed by each Contracting Party upon the airlines designated by the other Contracting Party shall be collected in accordance with officially established tariffs. They shall not be higher than the rates paid for the use of these airports and aviation facilities by aircraft of other foreign airlines operating similar international air services.

Article V

1) Aircraft carrying out flights in accordance with Article I of this Agreement as well as fuels, lubricating oils, spare parts, regular equipment and food stores on board of such aircraft shall, upon entry into and exit from the territory of the other Contracting Party be exempt from import and export customs as well as other duties including cases where such supplies are used or consumed during the flight over the said territory but with the exception of those cases where title to them is transferred within the territory of the other Contracting Party.

2) Spare parts, fuels and lubricating oils, which are necessary for the safe operation of flights in accordance with Article I of this Agreement, as well as tools intended for supplementing the aircraft's set of tools, shall be admitted for import into and export from the territory of the other Contracting Party free of import and export customs duties and other charges yet without the right to dispose of them within this territory.

3) While within the territory of the other Contracting Party, the above mentioned items are subject to control by the customs authorities.

¹ See p. 34 of this volume.

Article VI

1) The rates applied by the airlines designated in accordance with Article II, paragraph 1 of this Agreement shall be mutually agreed to in case where sections of the air routes specified in Annex 1 to this Agreement are involved which are operated by the airlines of both of the two Contracting Parties. Such agreement shall be reached in accordance with the internationally customary principles in the field of rate establishment.

2) For those sections of the air routes specified in Annex 1 to this Agreement which are operated only by one of the Contracting Parties, the rates will be determined independently by the Contracting Party concerned.

3) The rates so agreed shall be subject to approval by the Aeronautical Authorities of both Contracting Parties.

Article VII

The aircraft of the airlines designated by both Contracting Parties in accordance with Article II, paragraph 1 of this Agreement shall bear on flights over the territory of the other Contracting Party the nationality marks of their respective states established for international flights. In addition they must carry the following documents on board :

- Certificate of registration ;
- Certificate of airworthiness ;
- Licenses for pilots and each member of the crew ;
- Journey log book ;
- Aircraft radio station license ;
- Passenger list ;
- Freight manifests ;
- Special permits for the transportation of certain categories of cargo, if necessary.

Article VIII

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall be recognized by the other Contracting Party for the operation of the air services specified in Annex 1 to this Agreement. Each Contracting Party reserves, however, the right to refuse to recognize certificates of competency and licenses granted to its own nationals by the other Contracting Party or a third state.

Article IX

1) The laws and regulations of a Contracting Party regulating the entry into, stay within and departure from its territory of aircraft engaged in international

navigation or the operation and navigation of such aircraft while within its territory shall be applied also to the aircraft of an airline designated by the other Contracting Party.

2) Passengers, crews and consigners of goods are obligated to comply personally or through a third person acting on their behalf and for their account with the laws and regulations governing the entry into, stay within and departure from the territory of each Contracting Party of passengers, crews, and goods. This especially applies to regulations relating to import, export, passports, immigration, customs, currency and sanitation.

Article X

In the case of an emergency landing, damage or catastrophe to an aircraft of one Contracting Party occurring on the territory of the other Contracting Party, the Party on whose territory the incident occurred shall without delay notify the other Party of such incident, take the necessary measures to investigate the cause of the incident, and shall upon request by the other Contracting Party, ensure unimpeded entry into its territory of representatives of that Contracting Party for the purpose of participating in the investigation of this incident as observers and shall without delay also take measures of assistance to crew and passengers, if they suffered from this incident, and shall ensure the integrity of mail, baggage and freight on board this aircraft. The Contracting Party conducting the investigation of the accident undertakes to communicate the findings in the matter to the other Party.

Article XI

The airlines designated by the Contracting Parties according to Article II, paragraph 1, of this Agreement shall have the right to maintain on the territory of the other Contracting Party the technical and commercial staff necessary for the operation of the air services provided for in Annex 1 to this Agreement, as well as to establish and operate within the framework of the laws of that Contracting Party in force at the time a city office of their own in the respective capital.

Article XII

For the purpose of this Agreement and its Annexes

a) the term "aeronautical authority" shall mean :

in the case of Austria, the "Federal Ministry of Transport and Electric Power Industry" and the "Federal Civil Aviation Office" or any organ authorized to perform the functions presently exercised by these authorities ;

in the case of Bulgaria, the "Ministry of Transport and Telecommunications" or any organ authorized to perform the functions presently exercised by this authority ;

b) the term "designated airline" shall mean any airline notified in writing to the other Contracting Party as the airline which the first mentioned Contracting Party intends to designate in accordance with Articles I and II of this Agreement for the operation of the routes specified in such notification.

Article XIII

The aeronautical Authorities of the Contracting Parties shall consult from time to time in the spirit of close collaboration to ensure application and proper implementation of the principles set forth in this Agreement and its Annexes.

Article XIV

1) Each Contracting Party may at any time propose to the other Contracting Party a modification of this Agreement, if it considers such modification desirable. Consultations between the two Contracting Parties concerning the proposed modification shall begin within a period of sixty days from the date the request was made by one of the Contracting Parties.

2) In the event that either of the Contracting Parties considers it desirable to modify one of the Annexes to this Agreement such modification may be agreed upon by the Aeronautical Authorities of the two Contracting Parties.

3) Any modifications of this Agreement or its Annexes in accordance with paragraphs 1 and 2 of this Article shall come into effect upon confirmation by exchange of diplomatic notes.

Article XV

Any disagreement between the Contracting Parties relating to the interpretation and application of this Agreement and its Annexes which cannot be settled directly by the Contracting Parties between themselves within a period of three months after having arisen, shall be referred to arbitration, the mode of which will be established via diplomatic channels. The Contracting Parties undertake to submit to the arbitrator's award.

The costs of the arbitration procedure shall be determined in the arbitrator's award and shall be equally shared by the two Contracting Parties.

Article XVI

The Agreement enters into force on the date of signature. It shall be in force until such time as one of the Contracting Parties informs the other Contracting Party of its desire to terminate it. In such case the Agreement shall terminate after a period of 12 months following the transmittal of the notice of termination to the other Contracting Party.

IN WITNESS WHEREOF the undersigned plenipotentiaries of both Parties have signed the present Agreement and affixed thereto their seals.

DONE this 12th day of September, 1958, in duplicate at Sofia in the German and Bulgarian languages, both texts being equally authentic.

For the Austrian Federal Government :

Dr. STEINER, m. p.

For the Government of the People's Republic of Bulgaria

KIRILOV, m. p.

A N N E X 1

A

The airlines designated by each Contracting Party have the right of transit and non-traffic stops within the territory of the other Contracting Party and are free to use the airports and other aviation facilities provided for international traffic. In accordance with the terms of this Agreement¹ they have furthermore the right to embark and disembark within the territory of the other Contracting Party international traffic of passengers, mail and goods with the exception of all cabotage on the territory of the other Contracting Party.

B

a) In case of incidents involving aircraft, crews, passengers, baggage or freight of an airline of one Contracting Party caused by failure of the Aeronautical Authority, the airline, or the airport operating company of the other Contracting Party, to discharge the obligations assumed under this Agreement, or by gross negligence or wilful act on the part of their employees or representatives, the Aeronautical Authority, airline, or airport operating company held liable shall assume financial liability to the extent of the damage actually caused within the limits set forth in the national laws of the Contracting Parties applicable in the respective case, or by international obligations assumed under multilateral conventions of which both Contracting Parties are members.

b) In case an aircraft of an airline of one of the Contracting Parties causes any damage to the other Contracting Party or third persons on the ground, the airline found at fault shall assume financial responsibility according to the laws of that Contracting Party on whose territory the incident occurred.

C

a) The transport capacity offered by each of the designated airlines will be adapted to the traffic requirements.

¹ See p. 22 of this volume.

b) On jointly operated routes the designated airlines shall consider their mutual interests so as to not affect them unduly.

c) The main objective of the air services specified in this Annex is to provide a transport capacity adequate to the traffic demands between the state of which the designated airlines are nationals and the country of destination.

d) The right to embark or disembark international traffic of passengers, mail and goods destined for or originating from third countries within the territory of the other Contracting Party at points specified in this Annex, shall be exercised in accordance with the general principles of orderly development to which the Contracting Parties subscribe and under such conditions that the capacity is in conformity with :

1. the traffic requirements between the country of origin and the countries of destination ;
2. the requirements of economic operation of the air services specified in this Annex ;
3. the traffic requirements of the areas through which the airline passes, with due regard paid to local and regional services.

D

The airlines designated by the Contracting Parties are authorized to operate scheduled air services over the following air routes :

Austrian Air Services :

Points in Austria – via intermediate points, if desired – to points in Bulgaria, in both directions ;

Points in Austria – via intermediate points, if desired – to points in Bulgaria and points beyond, in both directions ;

Bulgarian Air Services :

Points in Bulgaria – via intermediate points, if desired – to points in Austria, in both directions ;

Points in Bulgaria – via intermediate points, if desired – to points in Austria and beyond, in both directions.

A N N E X 2

A

The Contracting Parties undertake to organize the exchange of information between the agencies competent for the safety of flights (in Austria : the national flight safety service agencies ; in Bulgaria : the TABSO administration of civil air traffic) so as to ensure the safe and orderly operation of the air services regulated in this Agreement. This applies in particular to the transmission of air traffic control messages (flight plan, flight information, service—Notam, weather service).

B

The following provision shall apply to the operation of flight safety services within the territory of the Contracting Parties which under Article IX of the Agreement shall be performed in accordance with national regulations :

a) *Preparation of Flight :*

Prior to departure crews shall be given verbal and written weather briefing for the entire flight route. They shall be provided with information on the condition of airports and all data on navigational aids necessary for the operation of the flight. The pilot-in-command shall file a flight plan. The aircraft shall not depart before the flight plan has been approved by the competent air traffic control center.

b) *Execution of Flight :*

The flight shall be made in accordance with the data contained in the flight plan. Changes in the plan are subject to approval by the regionally competent air traffic control center. The instructions of the competent air traffic control center must be complied with by the aircraft.

The aircraft shall be constantly in condition to receive on the transmitting frequencies and to transmit on the receiving frequencies of the appropriate ground radio station. The Contracting Parties agree that air-ground communication shall be established via radio telephony on ultra-short waves in the English language.

When overflying compulsory reporting points the aircraft shall give position reports.

All data concerning ground organization and especially navigational aids necessary for the safety of the flights is contained as far as Austrian territory is concerned in the Austrian aviation manual (AIP Austria) and the Notams and as far as the Bulgarian territory is concerned in the Notams and regulations published by the administration of Bulgarian civil air traffic.

The airlines shall inform the agencies competent for the safety of flights of the weather minima under which they land at the airport. In addition, they shall inform the said agencies of the landing procedure to be adopted in case of low visibility provided that there is no standard landing procedure established for the airport. If a standard landing procedure is established the same must be followed.

C

The Aeronautical Authorities of the Contracting Parties shall establish a telecommunications service between the airports of Vienna and Sofia for the purpose of transmitting information necessary for the preparation and execution of flights.

D

Special flights on the routes specified in Section D of Annex 1 shall be carried out only upon advance notification from the airline interested in the flight made at least 24 hours prior to the departure of the aircraft to the appropriate Aeronautical Authority.