

**No. 5698**

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**YUGOSLAVIA  
and  
BULGARIA**

**Agreement concerning air services (with annex). Signed  
at Belgrade, on 1 October 1955**

*Official texts: Serbo-Croat and Bulgarian.*

*Registered by Yugoslavia on 26 May 1961.*

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**YUGOSLAVIE  
et  
BULGARIE**

**Accord relatif aux services aériens (avec annexe). Signé à  
Belgrade, le 1<sup>er</sup> octobre 1955**

*Textes officiels serbo-croate et bulgare.*

*Enregistré par la Yougoslavie le 26 mai 1961.*

[TRANSLATION — TRADUCTION]

No. 5698. AGREEMENT<sup>1</sup> CONCERNING AIR SERVICES BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE PEOPLE'S REPUBLIC OF BULGARIA. SIGNED AT BELGRADE, ON 1 OCTOBER 1955

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The Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Bulgaria, hereinafter referred to as the "Contracting Parties",

Having decided to establish scheduled air services between their countries, in order thereby to contribute to international co-operation in this sphere,

Have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows :

*Article 1*

The Contracting Parties grant each other on a basis of strict reciprocity the rights specified in the annex<sup>2</sup> hereto for the purpose of establishing the scheduled air services enumerated therein. All or part of the said services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which these rights are granted.

*Article 2*

(a) These services may be inaugurated as soon as the designated airline of one Contracting Party has obtained from the competent aeronautical authority of the other Contracting Party a permit to operate the agreed service. The said authorities shall issue the requisite permit without delay provided that the terms of paragraph (b) of this article are fulfilled.

(b) Before the permit to operate the agreed services is issued, the designated airline may be required to satisfy the aeronautical authority competent to issue the said permit that it fulfils the conditions prescribed under the laws and regulations normally applied to scheduled international air services.

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<sup>1</sup> Came into force on 20 June 1956 by an exchange of notes signifying the approval of the two Governments, in accordance with article 16.

<sup>2</sup> See p. 248 of this volume.

*Article 3*

Each Contracting Party shall prescribe for its own territory the flight routes for the operation of the agreed services, with due regard, so far as possible, to economy of operation.

The competent authorities of the Contracting Parties shall prescribe by agreement the air corridor at the common frontier.

*Article 4*

(a) The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of aircraft intended for the operation of international air services or the operation of such aircraft on and over that territory shall apply in like manner to the aircraft of the designated airline of the other Contracting Party.

(b) The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of passengers, crews, baggage, mail and cargo, as well as those relating to the control of currency, immigration, passports, customs and quarantine, shall apply in like manner to the passengers, crews, baggage, mail and cargo carried on board the aircraft of the designated airline of the other Contracting Party while within that territory.

*Article 5*

(a) Aircraft belonging to the airlines of the Contracting Parties and intended for use on the agreed services and members of their crews, who must be citizens of the Federal People's Republic of Yugoslavia or of the People's Republic of Bulgaria, shall carry the following documents :

- Certificate of registration ;
  - Certificate of airworthiness ;
  - Appropriate licences for each member of the crew ;
  - Journey log book ;
  - Aircraft radio station licence ;
  - Passenger list ;
  - Manifest and appropriate declarations of cargo and mail statements ; and
- If required, a special permit to carry certain types of cargo by air.

(b) The Contracting Parties agree that certificates of airworthiness and licences issued or rendered valid by either Party for the purpose of operating the agreed services shall be recognized by the other Party.

*Article 6*

(a) Each Contracting Party agrees that the charges payable for the use of airports and other technical installations by the designated airline of the other Contracting Party shall not be higher than the charges and fees paid by any other foreign airline operating a similar international service.

(b) Fuel and lubricating oils taken on board in, and spare parts and normal equipment introduced into, the territory of one Contracting Party solely for use by aircraft belonging to the designated airline of the other Contracting Party and intended for use on the agreed services shall be accorded in that territory treatment as favourable as that granted to all foreign airlines operating similar international services, in respect of customs duties, inspection fees or other national duties and charges.

(c) Aircraft operated on the agreed routes by the designated airline of one Contracting Party and fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other national duties and charges even though, within the limits essential for operation of the agreed services, they are used or consumed while within that territory, provided, however, that they are not disposed of.

*Article 7*

Rates shall be fixed at reasonable levels, due regard being paid to economical operation, reasonable profit and the characteristics of the agreed services in such a manner as to avoid any undesirable competition. In fixing these rates, account shall also be taken of the principles governing international air services in the matter.

The designated airline of each Contracting Party shall submit to the aeronautical authority of the other Contracting Party its time-tables, for approval, and its tariffs at least one month before they are put into effect. This provision shall also apply to any alteration in existing time-tables and tariffs.

*Article 8*

Transport for remuneration from one point to another in the same territory shall remain reserved exclusively to the national airlines of each Contracting Party, whatever the origin or ultimate destination of the passengers, baggage, mail and cargo.

*Article 9*

(a) Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party which are employed in oper-

ating the agreed services and which are in distress, as it would to its own aircraft operating similar international services. This undertaking shall also cover searches for missing aircraft.

(b) In the event of such an aircraft being involved in an accident resulting in death, serious injury, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the causes and circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend the inquiry. The Contracting Party conducting the inquiry shall report the results and findings thereof to the other Contracting Party.

#### *Article 10*

(a) If either Contracting Party considers it desirable to modify any clause of this Agreement, it may at any time request, through the diplomatic channel, negotiations on the matter between the aeronautical authorities of the two Contracting Parties. Such negotiations shall begin not later than sixty days after the date of the request. If the said authorities agree on the modifications to be made, the latter shall enter into force as soon as each Contracting Party has notified the other Contracting Party of the ratification or approval of such modifications in accordance with its constitutional procedures.

(b) If either Contracting Party considers it necessary to modify or add to any clause of the annex, the aeronautical authorities of the Contracting Parties may agree to make such modification or addition by means of an arrangement in writing which shall fix the date of its entry into effect. The consultations between the said authorities shall take place within sixty days from the date of the request.

(c) In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time for the purpose of exchanging experience gained in the field of air transport and satisfying themselves that the principles laid down by this Agreement and its annex are being applied and executed satisfactorily.

#### *Article 11*

The Contracting Parties shall, in so far as they are bound to do so under their international commitments, notify the International Civil Aviation Organization of this Agreement and its annex, of any modifications made therein and of the termination of the Agreement.

#### *Article 12*

For the purpose of this Agreement and its annex :

The term "territory" means the land areas and territorial waters, including air space, under the sovereignty of the State in question ;

The expression "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, mail and cargo ;

The expression "international air service" means any air service which passes through the air space over the territory of more than one State ;

The expression "airline" means any airline offering or operating an international air service ;

The expression "designated airline" means an airline designated by one Contracting Party for the operation of the agreed services ;

The expression "aeronautical authority" means :

- (a) In the case of the Federal People's Republic of Yugoslavia :  
the Civil Aviation Administration ;
- (b) In the case of the People's Republic of Bulgaria :  
the Ministry of Transport.

These agencies may be replaced by any other agency which may subsequently be authorized to perform the functions at present exercised by them.

#### *Article 13*

The aeronautical authorities of the Contracting Parties shall endeavour to settle by direct negotiation any dispute which may arise in connexion with the interpretation or application of this Agreement and its annex.

If such negotiations do not result in an agreement within a period of sixty days, the Contracting Parties agree to settle the dispute through the diplomatic channel.

#### *Article 14*

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. The Agreement shall terminate twelve months after the date of receipt of such notice by one of the Contracting Parties unless the notice is withdrawn by agreement before the expiry of that period.

#### *Article 15*

This Agreement supersedes all agreements concerning civil aviation previously concluded between the Federal People's Republic of Yugoslavia and the People's Republic of Bulgaria.

#### *Article 16*

This Agreement shall be applied with effect from the date of signature, after the conditions prescribed in section IV of the annex hereto have been fulfilled.

The Agreement shall enter into force on the date on which the Contracting Parties notify each other by an exchange of notes, which shall take place at Sofia as soon as possible, that they have ratified or approved it in accordance with their respective constitutional procedures.

IN WITNESS WHEREOF the plenipotentiaries, duly authorized for the purpose by their respective Governments, have signed this Agreement, done in two original copies, in the Serbo-Croat and Bulgarian languages, both texts being equally authentic, and have thereto affixed their seals.

DONE at Belgrade, on 1 October 1955.

For the Government  
of the Federal People's  
Republic of Yugoslavia :

(Signed) Batrić JOVANOVIĆ

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

(Signed) L. L. TEOLOV

## A N N E X

### SECTION I

The airline Jugoslovenski Aerotransport "JAT" may operate scheduled air services on the following routes :

1. Belgrade-Sofia, in both directions ; and
2. Belgrade-Sofia to Turkey and beyond, in both directions.

During the operation of this service it shall have the right :

- (a) To set down in Bulgarian territory passengers, baggage, mail and cargo picked up in Yugoslav territory or in the territory of any other country ;
- (b) To pick up in Bulgarian territory passengers, baggage, mail and cargo destined for Yugoslav territory or for the territory of any other country ; and
- (c) To provide scheduled air services on the route specified under 1, above by means of civil transport aircraft used on the route specified under 2.

### SECTION II

The airline Upravljenije na Blgarskiya grazhdanski vzdushen transport "TABSO" may operate scheduled air services on the following routes :

1. Sofia-Belgrade, in both directions ; and
2. Sofia-Belgrade to Hungary and beyond, in both directions.

During the operation of this service it shall have the right :

- (a) To set down in Yugoslav territory passengers, baggage, mail and cargo picked up in Bulgarian territory or in the territory of any other country ;

(b) To pick up in Yugoslav territory passengers, baggage, mail and cargo destined for Bulgarian territory or for the territory of any other country ; and

(c) To provide scheduled air services on the route specified under 1 above, by means of civil transport aircraft used on the route specified under 2.

### SECTION III

Each Contracting Party may place reasonable limitations on transport on the sections of route : Belgrade to Hungary and beyond and Sofia to Turkey and beyond, respectively, with a view to protecting the commercial interests of its airline.

If such measures are applied no distinction shall be made in the territories of the Contracting Parties between their national airlines and foreign airlines.

### SECTION IV

“JAT” and “TABSO” shall conclude by direct negotiation agreements concerning general representation on a basis of reciprocity, ground control of the arrival and departure of aircraft and the reciprocal recognition of transport documents.

With a view to maintaining regular liaison between “JAT and TABSO” the Contracting Parties grant to those airlines the right to maintain one agent each at Belgrade and Sofia.

The said agents must be nationals of the Federal People’s Republic of Yugoslavia or of the People’s Republic of Bulgaria as the case may be.