

No. 5920

**UNITED ARAB REPUBLIC
and
BULGARIA**

**Agreement (with annex) concerning civil air services.
Signed at Cairo, on 9 July 1959**

Official texts: French, Arabic and Bulgarian.

Registered by the International Civil Aviation Organization on 25 October 1961.

**RÉPUBLIQUE ARABE UNIE
et
BULGARIE**

**Accord (avec annexe) relatif aux communications civiles
aériennes. Signé au Caire, le 9 juillet 1959**

Textes officiels français, arabe et bulgare.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1961.

[TRANSLATION — TRADUCTION]

No. 5920. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED ARAB REPUBLIC AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA CONCERNING CIVIL AIR SERVICES. SIGNED AT CAIRO, ON 9 JULY 1959

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

Desiring to develop still further the friendly relations which exist between the two countries,

And desiring to establish scheduled civil air services between them, thus contributing to international co-operation in the field of civil aviation and stimulating international air transport at the lowest possible rates,

Have decided to conclude an agreement for the purpose of promoting scheduled commercial air services between the United Arab Republic and Bulgaria and have appointed their undersigned representatives for this purpose, who have agreed on the following provisions :

Article I

1. For the purpose of this Agreement and its annex² :

- (a) The term "*territory*" means the land areas and territorial waters, including the airspace, under the sovereignty of the State in question ;
- (b) The term "*air service*" means any scheduled air service performed by aircraft for the transport of passengers, baggage, mail, etc ;
- (c) The expression "*international air service*" means any air service which passes through the airspace over more than one State ;
- (d) The term "*airline*" means any air transport enterprise operating international air services ;
- (e) The term "*designated airline*" means any airline which one Contracting Party designates to operate the agreed services ;
- (f) The term "*agreed services*" means the scheduled air services agreed on by the designated airlines and approved by the aeronautical authorities of the two Contracting Parties ;

¹ Came into force provisionally on 9 July 1959, the date of signature, and definitively on 17 June 1960 by an exchange of diplomatic notes, in accordance with article XX.

² See p. 222 of this volume.

- (g) The term “*specified routes*” means the air routes specified in the annex to this Agreement ;
- (h) The term “*aeronautical authorities*” means : (1) in the case of the United Arab Republic, the Department of Civil Aviation ;
- (2) in the case of the People’s Republic of Bulgaria, the Ministry of Transport and Communications.

Either of these bodies may be replaced by any other body which may hereafter be authorized to assume its functions.

2. The annex to this Agreement shall be deemed to constitute an integral part thereof and, unless otherwise provided, all reference to the Agreement includes reference to the said annex.

Article II

The Contracting Parties grant each other, on a basis of reciprocity, the right to operate scheduled air services on the air routes specified in the annex to this Agreement.

Article III

The agreed services may be inaugurated as soon as :

- (a) The airlines designated by each Contracting Party have obtained from the aeronautical authorities of the other Contracting Party the necessary operating permit. This permit shall be issued to them as soon as possible, subject to compliance with the provisions of this article.
- (b) Before issuing the necessary operating permit to a designated airline, the aeronautical authorities of each Contracting Party may require proof that the provisions and requirements established by law and normally applied to international air transport will be strictly observed.
- (c) Each Contracting Party has the right to withhold the necessary operating permit from the airline designated by the other Contracting Party, to revoke the permit after it has been issued, or to impose certain conditions on the exercise of the rights provided for in this Agreement, if it is not satisfied that the capital and effective management of such airline are vested in the Contracting Party which designated the airline, or in its nationals.

Article IV

Each Contracting Party shall designate in its territory air corridors for the agreed air services, with due regard for economy of operation.

Article V

Subject to articles VI and VII, each Contracting Party grants to the airline or airlines designated by the other Contracting Party, for the purpose of operating the

agreed services, the right to pick up and set down in its territory, and at the traffic stops specified in the annex, international traffic destined for or coming from the territory of the other Contracting Party or of third countries.

Article VI

1. The airline or airlines designated by the Contracting Parties to operate the agreed services shall receive fair and equitable treatment.

2. The agreed services of each Contracting Party shall have as their primary objective the provision of capacity adapted to the normal and reasonably foreseeable requirements of air traffic between the territory of the Contracting Party which has designated the operating airlines and the countries of ultimate destination of the traffic.

3. The capacity provided by each of the airlines designated for the operation of the agreed services shall be determined by direct agreement between the designated airlines subject to approval by the aeronautical authorities of the two Contracting Parties.

Article VII

The rights granted may not be improperly exercised by the airline or airlines designated by either Contracting Party to the detriment or disadvantage of any airline of the other Contracting Party operating scheduled services on all or part of the same route.

Article VIII

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

2. The laws and regulations of either Contracting Party governing the admission to, stay in and departure from its territory of passengers, crews, baggage, mail and cargo, such as those relating to the various formalities connected with immigration, currency control, passport, customs and health services, shall also apply to passengers, crews, baggage, mail and cargo carried by aircraft of the airline designated by the other Contracting Party while within its territory.

Article IX

1. As a general rule, members of crews shall be of United Arab Republic or Bulgarian nationality, as the case may be.

If a designated airline wishes to employ crew members of another nationality or origin, it shall first submit for approval to the aeronautical authorities of the other Contracting Party a list of such crew members together with any information that may be requested.

2. Aircraft of the airlines designated by the Contracting Parties employed on the services provided for in the annex shall carry the following documents :

- Certificate of registration ;
- Certificate of airworthiness ;
- License for each member of the crew ;
- Certificate of competency ;
- Operating license for the aircraft's radio equipment ;
- Passenger list ;
- Manifest with related consignment notes and air-mail waybills ;
- If required, permit for air carriage of certain categories of goods.

Additionally, the crews of aircraft of the Contracting Parties shall carry valid passports bearing the necessary visas.

3. Certificates of airworthiness and licenses issued or rendered valid by either Contracting Party shall be recognized by the other Contracting Party for the operation of the agreed services.

Article X

1. The fees and charges levied by either Contracting Party on the airline designated by the other Contracting Party for the use of airports and other technical facilities shall not exceed the fees and charges levied on all other foreign airlines operating similar international services in its territory.

2. Fuel, lubricating oils, spare parts and regular stores placed on board aircraft or stored in the territory of one Contracting Party by the airline designated by the other Contracting Party and intended solely for use by aircraft of that airline employed in the operation of the agreed services, shall be exempt from customs duties, inspection fees and other national duties and charges, but shall be kept under the supervision of the customs authorities.

3. Any aircraft employed by the airline designated by either Contracting Party for operation of the agreed services and fuel, lubricating oils, spare parts, regular equipment and aircraft stores present 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 the above-mentioned supplies, being in sufficient quantity for the maintenance of the agreed services, be used or consumed in the said territory. They may not, however, be transferred to third parties.

Article XI

The tariffs to be applied shall be fixed at reasonable levels by agreement between the airlines designated by the Contracting Parties, due regard being paid to economy of operation, reasonable profit and the characteristics of the agreed services (speed and accommodation) and the tariffs applied by other airlines on the same specified routes

or on parts thereof. In fixing these tariffs account shall also be taken of the principles governing international air transport in the matter.

If either Contracting Party fails to designate an airline to operate on the specified routes, the tariffs to be applied on those routes shall be fixed by the airline designated by the other Contracting Party.

The tariffs thus fixed shall be subject to the approval of the aeronautical authorities of the two Contracting Parties and shall come into effect upon receipt of such approval or forty-five days after their receipt by the said authorities, unless notice in writing is received from the latter of their refusal to give the approval sought.

Article XII

The provisions of this Agreement shall not be deemed to confer on the airline designated by either Contracting Party the right to pick up in the territory of the other Contracting Party, for remuneration or any other reward, passengers, cargo or mail destined for another point in the same territory.

Article XIII

1. Each Contracting Party shall render the same measure of assistance to aircraft of the other Contracting Party operating on the specified routes, when they are threatened with any danger in its territory, as it would to its own aircraft operating similar international routes. This obligation shall also cover searches for missing aircraft.

2. In the event of an aircraft of either Contracting Party being involved in an accident resulting in death, serious injury or serious damage to the aircraft, the Party in whose territory the accident occurred shall institute an inquiry into the causes and circumstances of the accident and shall grant representatives of the other Contracting Party access to its territory for the purpose of attending as observers the inquiry into the accident. The Contracting Party conducting the inquiry shall report the results thereof to the other Contracting Party.

Article XIV

1. Either Contracting Party may at any time propose to the other Contracting Party, through the diplomatic channel, any modification of this Agreement which it considers desirable; negotiations between the aeronautical authorities of the two Contracting Parties on the proposed modification shall begin within sixty days from the date of the request therefor by either Contracting Party. If the said authorities agree on the modification to be made to this Agreement, such modification shall take effect after each Contracting Party has notified the other Contracting Party of the ratification or approval thereof in accordance with its constitutional procedures.

2. Should either Contracting Party consider it necessary to modify any provision of the annex to this Agreement, it may initiate direct negotiations with the

aeronautical authorities of the other Contracting Party. Such negotiations shall take place within sixty days from the date of the request therefor. Any modification agreed upon between the said authorities shall take effect after it has been confirmed by an exchange of notes through the diplomatic channel.

Article XV

The aeronautical authorities of the two Contracting Parties may, at the request of either one, consult together in a spirit of close collaboration with a view to ensuring that the principles of this Agreement are being applied and its requirements satisfied and shall exchange any necessary information for that purpose.

Article XVI

If either Contracting Party has assumed an international obligation to do so, it shall notify the International Civil Aviation Organization of the existence and implementation of this Agreement and of any modifications or denunciation thereof.

Article XVII

1. Each of the two Contracting Parties shall require its designated airlines to communicate to the aeronautical authorities of the other Contracting Party, as far in advance as possible, its proposed flight schedules and tariffs as well as other information concerning the operation of the agreed services.

2. Each of the two Contracting Parties shall require its designated airlines to communicate regularly to the aeronautical authorities of the other Contracting Party statistics of traffic on the agreed services.

Article XVIII

The aeronautical authorities of the two Contracting Parties shall endeavour to settle by direct negotiation any dispute relating to the interpretation or application of this Agreement and its annex ; if such negotiation fails, they shall seek a settlement through the diplomatic channel within a period of sixty days.

Article XIX

This Agreement shall remain in force until the receipt by either Contracting Party from the other Contracting Party of notice of its denunciation.

Either Contracting Party may at any time notify the other Contracting Party of its desire to denounce this Agreement. The Agreement shall terminate twelve months after the date of receipt by either Contracting Party of such notice of denunciation, unless the notice is withdrawn by agreement before the expiry of this period.

Article XX

This Agreement shall enter into force provisionally on the date of signature and definitively after it has been confirmed by an exchange of diplomatic notes indicating the completion of the formalities provided for in the internal legislation of each Contracting Party.

DONE at Cairo, on 9 July 1959, in duplicate, in the Bulgarian, Arabic and French languages, each text being equally authentic.

For the Government
of the United Arab Republic :
Dr. Farid ZEIN EL DIN

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

A N N E X

I

The airlines designated by the United Arab Republic are authorized to operate on the following routes :

1. Points in the United Arab Republic – Athens – Sofia, in both directions.
2. Points in the United Arab Republic – Istanbul – Sofia, in both directions.

The above-mentioned routes may be extended beyond Sofia, in accordance with article XIV, paragraph 2, of this Agreement.¹

II

The airlines designated by the People's Republic of Bulgaria are authorized to operate on the following routes :

1. Sofia – Athens – points in the United Arab Republic, in both directions.
2. Sofia – Istanbul – points in the United Arab Republic, in both directions (traffic originating in Damascus and destined for Cairo and vice versa may not be carried).

The above-mentioned routes may be extended beyond the points in the United Arab Republic, in accordance with article XIV, paragraph 2, of this Agreement.

III

The aeronautical authorities of the two Contracting Parties shall require the designated airlines to conclude by direct negotiation reciprocal general agency agreements, handling agreements, and agreements for the reciprocal recognition of transport documents.

For the purpose of maintaining permanent contact between the designated airlines, each Contracting Party shall grant to the airlines the right to maintain officials in the territory of the other Contracting Party, at Cairo and Damascus, or at Sofia, as the case may be. These officials shall be citizens of the United Arab Republic or of the People's Republic of Bulgaria.

¹ See p. 216 of this volume.