

No. 6709

**SWEDEN
and
BULGARIA**

Civil Air Transport Agreement (with annexes and exchange of notes). Signed at Sofia, on 17 April 1957

Official text: French.

Registered by the International Civil Aviation Organization on 15 May 1963.

**SUÈDE
et
BULGARIE**

Accord relatif aux transports aériens civils (avec annexes et échange de notes). Signé à Sofia, le 17 avril 1957

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.

[TRANSLATION — TRADUCTION]

No. 6709. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA. SIGNED AT SOFIA, ON 17 APRIL 1957

The Royal Government of Sweden 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 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 said airline the appropriate operating permit.

2. Subject to the conditions laid down in 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 that airline to prove that it is qualified to fulfil the conditions prescribed under 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 the airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that substantial ownership and effective control of

¹ Came into force on 16 December 1958, the date on which the Contracting Parties notified each other that their respective constitutional procedures had been carried out, in accordance with article XIV.

the airline are vested in the other Contracting Party or in nationals or bodies corporate of that Contracting Party, or in case of failure by the airline to comply with the laws and regulations referred to in article VIII.

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 itself prescribe the air routes to be followed over its territory by aircraft of the airline designated by the other Contracting Party to operate the specified services, having regard as far as possible to economy of such operation and to safety of transport.

2. Questions relating to the safety and technical conduct of flights shall be regulated in annex II 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 facilities in the territory of each Contracting Party shall be levied in accordance with the rates and tariffs 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.

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 payment for servicing of aircraft on the ground, and the fixing of flight schedules and tariffs, shall be dealt with by special agreement between the designated airlines.

In fixing the tariffs, account shall be taken of the relevant principles governing international air transport.

These agreements shall where appropriate be subject to approval by the competent aeronautical authorities of both Contracting Parties.

Article VII

1. Aircraft belonging to the airlines designated by the Contracting Parties and employed in operating the services provided for in annex I shall carry the following documents :

- Certificates of registration ;
- Certificate of airworthiness ;
- Individual licences for members of the crew ;
- Journey log books or document in lieu thereof ;
- Operating licence for the aircraft's radio equipment ;
- Passenger list ;
- Manifests of cargo and mail ;
- Special permits for air carriage of certain categories of goods where required.

2. Certificates of airworthiness and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party as valid for the operation of the services provided for in the annex.

Article VIII

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, navigation and piloting of such aircraft within its territory shall also apply to aircraft of the airline designated by the other Contracting Party.

2. Passengers, crews and consignors of goods shall comply, either in person or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party respecting the admission, stay and departure of passengers, crews and cargo. The foregoing shall apply in particular to provisions relating to importation and exportation, immigration, customs and health measures.

3. Passengers in transit through the territory of either 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 IX

In the event of a forced landing by, damage to or 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 Contracting Party conducting the inquiry shall report the findings thereof to the other Contracting Party and, at the request of the latter, hand over to it all relevant material.

Article X

The airlines designated by the Contracting Parties shall be entitled to maintain in the territory of the other Contracting Party such technical and commercial personnel as may be needed to operate the air services provided for in article I of this Agreement.

Article XI

For the purpose of this Agreement and its annexes, the expression "aeronautical authority" means :

in the case of Sweden — "the Royal Board of Civil Aviation" or any agency authorized to perform the functions for which the said Board is at present responsible ;

in the case of the People's Republic of Bulgaria — "the Ministry of Transport and Communications" or any agency authorized to perform the functions for which the said Ministry is at present responsible.

Article XII

1. Either Contracting Party may at any time propose to the other Contracting Party such modification of this Agreement as it considers desirable. 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 take effect after it has been confirmed by an exchange of notes between the Contracting Parties.

Article XIII

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 shall be settled by direct consultation between the competent aeronautical authorities. Should such consultations fail, the dispute shall be settled through the diplomatic channel.

Article XIV

This Agreement shall enter into force on the date on which the Contracting Parties advise each other, by an exchange of notes, that they have completed the formalities of ratification or approval in accordance with their respective constitutional rules.

The 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 17 April 1957, in duplicate in the French language.

For the Royal Government
of Sweden :

(Signed) ROLF SOHLMAN

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,¹ such right being exclusive of any right of cabotage in the said territory.

B

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

(a) Swedish routes :

1. From points in Sweden via intermediate stops to points in Bulgaria, in both directions.
2. From points in Sweden via intermediate stops to points in Bulgaria and beyond, in both directions.

(b) Bulgarian routes :

1. From points in Bulgaria via intermediate stops to points in Sweden in both directions.
2. From points in Bulgaria via intermediate stops to points in Sweden and beyond, in both directions.

ANNEX II

A

The Contracting Parties undertake to organize the exchange of information between the services responsible for matters relating to flight safety (In Sweden : the Air Traffic Service of the Royal Board of Civil Aviation ; in Bulgaria : TABSO, Bulgarian Civil Air Transport), in order to ensure the safety and regularity of the air services provided for in this Agreement. 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 VIII of this Agreement shall be provided in accordance with national regulations :

¹ See p. 5 of this volume.

(a) Preparation for flights

Before departure, crews shall be provided with oral and written 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 without 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.

Aircraft shall maintain a continuous listening watch on the transmitting frequency of the competent area radio station. They shall likewise be prepared to transmit on the receiving frequency of the said station. The Contracting Parties agree that air-ground communication shall if possible be effected by radio-telephony, using ultra high frequencies. The English language shall be used for such communication.

Aircraft shall transmit position reports at prearranged points.

All information concerning the organization of ground services and, in particular, concerning the navigational aids necessary for flight safety shall be taken, in respect of Swedish territory, from AIP-Sweden and NOTAMS and, in respect of Bulgarian territory, from NOTAMS and regulations issued by the Civil Aviation Administration.

The designated airlines shall advise the authorities responsible for matters relating to 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.

On the air routes shown in annex I, 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 later than twenty-four hours before the departure of the aircraft.

EXCHANGE OF NOTES

I

Sofia, 17 April 1957

Sir,

With reference to the Civil Air Transport Agreement between the Government of the People's Republic of Bulgaria and the Royal Government of Sweden, signed

on 17 April 1957,¹ 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 on 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 :

1. AB Aerotransport (ABA), co-operating with Det Danske Luftfartselskab (DDL) and Det Norske Luftfartselskap (DNL) 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 AB Aerotransport (ABA) 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 aircraft, crews and equipment of AB Aerotransport (ABA), and the competent Swedish authorities and AB Aerotransport (ABA) shall accept full responsibility under the Agreement therefor.

I have the honour to be, etc.

KIRILOV

The Chairman of the Swedish Delegation

II

Sofia, 17 April 1957

Sir,

With reference to the Civil Air Transport Agreement between the Royal Government of Sweden and the Government of the People's Republic of Bulgaria, signed on 17 April 1957, I have the honour to inform you that, in accordance with article II of that Agreement, the Swedish Government has designated AB Aerotransport (ABA) to operate on the routes specified in annex I 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 :

[See note I]

I have the honour to be, etc.

SOHLMAN

The Chairman of the Bulgarian Delegation

¹ See p. 5 of this volume.