

No. 8999

**BULGARIA
and
TURKEY**

**Air Transport Agreement (with annexes). Signed at Ankara,
on 18 April 1966**

Official texts: Bulgarian, Turkish and English.

Registered by Bulgaria and Turkey on 26 February 1968.

**BULGARIE
et
TURQUIE**

**Accord relatif aux transports aériens (avec annexes). Signé
à Ankara, le 18 avril 1966**

Textes officiels bulgare, turc et anglais.

Enregistré par la Bulgarie et la Turquie le 26 février 1968.

No. 8999. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY. SIGNED AT ANKARA, ON 18 APRIL 1966

The Government of the People's Republic of Bulgaria and the Government of the Republic of Turkey, hereinafter called the Contracting Parties,

Desiring to conclude an agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1

For the purpose of the present Agreement, unless the context otherwise requires:

- (a) the term "territory" means the land areas, territorial waters adjacent thereto and the air space above under the sovereignty of either Contracting Party.
- (b) the term "aeronautical authorities" means in the case of the People's Republic of Bulgaria, the Ministry of Communications and any person or body authorized to perform any function exercised by the said Ministry, and in the case of the Republic of Turkey, the Ministry of Transport and any person or body authorised to perform any function exercised by the said Ministry.
- (c) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement.
- (d) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.
- (e) the term "international air service" means an air service which passes through the air space over the territory of more than one State.
- (f) the term "airline" means any air transport enterprise offering or operating an international air service.
- (g) the term "stop for non-traffic purposes" (technical landing) means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

¹ Came into force on 24 June 1967 by the exchange of the instruments of ratification, in accordance with article 21.

Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in Annex I to the present Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) to make stops in the said territory at the points specified for that route in Annex I to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

2. Nothing in paragraph (1) of this article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay grant to the airline or airlines designated the appropriate operating authorisations.

3. 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 fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 1, in any case where the said Contracting Party is not satisfied that the substantial ownership and the effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorised in accordance with the provisions of the present Agreement, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 9 of the present Agreement is in force in respect of that service.

Article 4

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the

present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals of such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

Article 6

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory

of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 7

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.

4. The rights of the designated airline of either Contracting Party to carry traffic between points in the territory of the other Contracting Party and points in the territory of third countries on the specified routes shall be exercised in accordance with the general principles that capacity shall be related to:

- (a) the traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) the traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operations.

Any privileges to be granted under this paragraph shall finally be determined by the competent aeronautical authorities of the Contracting Parties.

5. The capacity to be provided and the frequency of the services to be operated shall at the outset be agreed between the aeronautical authorities of the Contracting Parties before the services are inaugurated. Such capacity and fre-

quency of services initially determined may be reviewed from time to time by either of the said authorities.

Article 9

1. The tariffs to be charged by the airlines of one Contracting Party for transportation to and from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph (1) of this article shall, if possible, be agreed between the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached in conformity with the international practices on civil air transport.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this article, or if during the first 15 days' period referred to in Paragraph (3) of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

6. Subject to the provisions of paragraph (3) of this article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

7. The tariffs established with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 10

All payments arising from the implementation of the present Agreement shall be settled in accordance with the provisions of the Payment Agreement existing between the two Contracting Parties.

Article 11

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with the provisions of the present Agreement.

2. The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request statistical information as may be reasonably required in respect of determining the amount of traffic carried by their designated airlines on the agreed services.

Article 12

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement and the Annexes thereto, it may request consultation with the other Contracting Party; such consultation, which may be between the aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to Annex I may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties. Such modifications shall come into force on a date to be agreed upon between them.

Article 13

Each Contracting Party undertakes the obligation to facilitate and assist the aircraft of the other Contracting Party in case of an accident and emergency occurred on the territory of the former Contracting Party within its national regulations as if the aircraft were its own.

The Contracting Party on whose territory the accident has occurred shall undertake all respective actions to investigate the circumstances and causes of the accident, and shall, on request, grant the necessary permission to the other Contracting Party's representatives to be present at the investigations as observers.

The Contracting Party carrying out the investigation in technical respect shall furnish the other Contracting Party with information on the results thereof and with the final accident investigation report. The Contracting Party performing the technical investigation shall give, upon request, the documents and data concerning the accident within the limits of its laws and regulations to the other Contracting Party.

Article 14

1. The aircraft of the designated airlines to be used for the performance of the agreed services shall bear their appropriate nationality and registration marks, and shall have in their possession and carry on board the following documents:

(a) a certificate of registration;

- (b) a certificate of airworthiness;
- (c) the appropriate licenses and certificates of each member of the crew;
- (d) the journey log book or any other document which replaces it;
- (e) the aircraft radio stations licences;
- (f) the passengers' name list;
- (g) if the aircraft transports cargo, a cargo manifest containing detailed declaration of the cargo and final destination thereof;
- (h) if the aircraft transports any cargo subjected to restrictions under the national or international regulations, the necessary permits.

2. The aeronautical authorities of each Contracting Party may require other aircraft documents besides the above to be carried on board the aircraft of the other Contracting Party engaged on the agreed services after relevant notification to the aeronautical authorities of that other Contracting Party.

Article 15

Any dispute relating to the interpretation or application of this Agreement or the Annexes thereof shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties; if the said authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

Article 16

The charges and other taxes to be paid for the use of airports, their installations thereof and technical equipment in the territory of either Contracting Party, shall be levied in accordance with the charges officially established by the relevant State authorities of that Contracting Party.

Article 17

Each Contracting Party shall recognize as valid the certificates of airworthiness, the certificates of competency and licenses issued or rendered valid by the other Contracting Party for the operation of the agreed services.

However, each Contracting Party reserves the right not to recognize the validity of the certificates and other appropriate licenses issued to its present or former citizens by the other Contracting Party.

Article 18

The present Agreement and its Annexes will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 19

The present Agreement and the Annexes thereto Number I, II and III shall be valid for a period of five years and shall be automatically renewed for yearly periods unless one of the Contracting Parties notifies the other through diplomatic channels of its decision to terminate the present Agreement at least 6 months before the date of expiry.

However, even during this period of five years, either Contracting Party may submit such a notification through diplomatic channels to take effect 6 months after the submission of the notice.

Article 20

The present Agreement shall be registered with the United Nations Organisation.

Article 21

The present Agreement and the Annexes thereto Number I, II and III shall enter into force on the date of the exchange of the instruments of ratification.

IN WITNESS WHEREOF the undersigned being duly authorised by their respective Governments, have signed the present Agreement:

DONE at Ankara this eighteenth day of April of the year nineteen hundred and sixty six in triplicate in the Bulgarian, Turkish and English languages, all three texts being equally authentic. However, in case of dispute, the English text shall be deemed authentic.

For the Government
of People's Republic
of Bulgaria:
L. BELUHOF

For the Government
of the Republic
of Turkey:
H. F. ALAÇAM

ANNEX I

1. The airline or airlines designated by the Government of the People's Republic of Bulgaria may put down and take up at Istanbul and/or Ankara in Turkey with all traffic rights, international traffic in passengers, cargo and mail as follows:

- a) From the points in Bulgaria — Istanbul and/or Ankara and vice versa
- b) From the points in Bulgaria — Istanbul and/or Ankara and beyond and vice versa

2. The airline or airlines designated by the Government of the Republic of Turkey may put down and take up at Varna and/or Sofia in Bulgaria with all traffic rights, international traffic in passengers, cargo and mail as follows:

- a) From the points in Turkey — Varna and/or Sofia and vice versa
- b) From the points in Turkey — Varna and/or Sofia and beyond and vice versa

3. A) The airline or airlines designated by the aeronautical authorities of the People's Republic of Bulgaria shall during the operation of the agreed services follow in the territory the Republic of Turkey the following routes:

- i) Radovetz—Tekirdağ—İstanbul—Afyon—Silifke—Nicosia or Beirut and vice versa,
- ii) G-1.A—İstanbul—Afyon—Silifke—Nicosia or Beirut and vice versa,
- iii) Radovetz—Tekirdağ—İstanbul—Ankara—Silifke—Nicosia or Beirut and vice versa,
- iv) G-1.A—İstanbul—Ankara—Silifke—Nicosia or Beirut and vice versa.

B) The airline or airlines designated by the aeronautical authorities of the Republic of Turkey shall during the operation of the agreed services follow in the territory of the People's Republic of Bulgaria the following routes:

- i) Ankara—İstanbul—Tekirdağ—Radovetz—Stara Zagora—Sofia—Dimitrovgrad—Belgrade, beyond and vice versa,
- ii) Ankara—İstanbul—G-1.A—B-3.A—Varna (Devnia)—Rousse, beyond and vice versa
Rousse—Burgas—B-4.A—G-1.A;
- iii) Ankara—İstanbul—G-1.A—B-3.A—Varna (Devnia)—Gorna—Sofia and vice versa.

ANNEX II

1. The designated airline of either Contracting Party shall submit its flight schedules including the type of equipment for approval to the aeronautical authorities of the other Contracting Party not later than thirty (30) days prior to the commencement of services on the specified routes.

2. Before the submission of the flight schedules by the designated airline of either Contracting Party to the aeronautical authorities of the other Contracting Party, the airlines concerned of both Contracting Parties shall co-operate to agree between themselves. The aeronautical authorities receiving such flight schedules may approve or modify them. In any case, the services to be operated on the specified routes by the designated airline of either Contracting Party may not be inaugurated or changed before the approval by the aeronautical authorities of the other Contracting Party.

ANNEX III

Article 1

1. General sales agency of the designated airline of either Contracting Party in the territory of the other Contracting Party shall be assigned to the designated airline or one of the designated airlines of that latter Contracting Party.

2. The commercial and technical handling of the aircraft of the designated airline of either Contracting Party in the territory of the other Contracting Party shall be performed by the designated airline of that other Contracting Party or by any other competent organisation that latter airline may assign.

3. The designated airline of either Contracting Party is granted on reciprocal basis the right to maintain in the territory of the other Contracting Party its technical and commercial representation, which will not exceed eight persons in number, in the interest of performance of the agreed services.

Article 2

1. The non-scheduled flights operated by the airlines designated by the Contracting Parties shall be subject to prior permission. Requests for such flights shall be

submitted by the designated airline of either Contracting Party to the aeronautical authorities of the other Contracting Party at least 48 hours before the operation of the flight. Applications for very special cases shall not be subject to this time limit.

2. Transportation of mail by the designated airlines of both Contracting Parties on the agreed services shall be performed in accordance with the regulations of the Universal Postal Convention.¹

Article 3

The Contracting Parties undertake to exchange between themselves the aeronautical information publications, NOTAM's and other information which will facilitate the performance of the agreed services.

Article 4

The aircrafts of the designated airlines of either Contracting Parties shall not have on board, as aircraft equipment, any photographic and reconnaissance equipment while they are on or above the territory of the other Contracting Party for the operation of the agreed services.

Article 5

The appropriate authorities of either Contracting Party shall have the right, without unreasonable delay, to search aircraft of the other Contracting Party on landing or departure, and to inspect the certificates and other documents prescribed by Article 14 of this Agreement.

Article 6

1. The laws and regulations of either Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within its territory shall be applied to the aircraft of the other Contracting Party.

2. The laws and regulations of either Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within its territory.

3. The regulations and procedures relating to the performance and safety of the flights, applied by either Contracting Party to the aircraft of the other Contracting Party, shall conform with those applied to its own aircraft and to the international air transportation in general.

¹ United Nations, *Treaty Series*, Vol. 169, p. 3; Vol. 186, p. 356; Vol. 202, p. 340, and Vol. 227, p. 390.