

No. 9965

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**BULGARIA**  
and  
**IRAQ**

**Agreement on air transport (with annex and related letter).  
Signed at Sofia on 15 November 1966**

*Authentic text: English.*

*Registered by Bulgaria on 20 October 1969.*

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**BULGARIE**  
et  
**IRAK**

**Accord relatif aux transports aériens (avec annexe et lettre  
connexe). Signé à Sofia le 15 novembre 1966**

*Texte authentique: anglais.*

*Enregistré par la Bulgarie le 20 octobre 1969.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF BULGARIA AND THE GOVERN-  
MENT OF THE REPUBLIC OF IRAQ ON AIR TRANSPORT

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Further referred to as "Contracting Parties" desirous of developing and strengthening the mutual relations between the two countries in the field of civil aviation have appointed their plenipotentiaries, who agreed upon the following :

*Article 1*

1. For the purpose of this Agreement, the following terms shall mean :

a) "*Aeronautical Authorities*"

In the case of the Government of the People's Republic of Bulgaria :

The Ministry of Transport

In the case of the Government of the Republic of Iraq :

The Directorate General of Civil Aviation

or in both cases any person or body authorized to perform any function presently exercised by the said authorities or similar functions.

b) "*Territory*"

The land and water areas, territorial waters adjacent thereto, and the airspace above, under sovereignty of either Contracting Party.

c) "*International Air Services*"

Any air service performed by aircraft for the public transport of passengers, mail or cargo and passing over the territory of more than one state.

d) "*Designated Airlines*"

The air transport enterprise designated by each Contracting Party in the Annex to this Agreement to operate the agreed services and perform the rights granted by the other Contracting Party, in accordance with this agreement.

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<sup>1</sup> Came into force on 23 December 1967, the date of the exchange of the diplomatic notes stating that the formalities required by the national legislation of the Contracting Parties had been complied with, in accordance with article 18.

e) “*Agreed Services*”

International air transport on the routes specified in the Annex to this Agreement.

2. The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Annex.

*Article 2*

1. Each Contracting Party grants the other Contracting Party the following rights on the routes mentioned in the Annex to this Agreement :

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To perform technical stops (for non-commercial purposes);
- (c) To perform stops in the territory of one Contracting Party for the purpose of putting down and taking on passengers, mail and cargo in the territory of the other Contracting Party.
- (d) To perform stops for the purpose of taking on passengers, mail and cargo to another state or putting them down from another state.

2. The right of commercial traffic between points within the territory of one Contracting Party (cabotage) shall be exercised exclusively by the airline of that Contracting Party.

*Article 3*

1. Each Contracting Party reserves the right to suspend temporarily, to revoke, or to limit the rights specified in Article 2 of this Agreement in any case where it does not have satisfactory evidence that substantial ownership of or actual control over the airline designated by the other Contracting Party are vested in nationals or legal persons of the Contracting Party. The same shall apply in case of non-observance by the designated airline of laws and rules specified in Article 7 or non-fulfilment of the conditions under which rights are granted in accordance with this Agreement.

2. No action shall be taken in pursuance of paragraph 1 of this Article before notice in writing of such proposed action, stating the grounds therefor, is given to the other Contracting Party and consultation between the Aeronautical Authorities of both Contracting Parties has not led to agreement within a period of thirty days after the date upon which the said notice would in the ordinary course of transmission be received by the Contracting Party to whom it is addressed.

*Article 4*

1. Each Contracting Party shall designate one airline for the purpose of operating the routes agreed upon.

2. Subject to the provisions of this Agreement any of the agreed services may be inaugurated in whole or in part immediately or at a later date at the option of the designated airline of the Contracting Party to whom the rights are granted provided that a written notice of the commencement of the service is given in due time by the designated airline to the Aeronautical Authority of the other Contracting Party.

#### *Article 5*

1. The designated airline of each Contracting Party shall submit for approval one month in advance to the Aeronautical Authorities of the other Contracting Party time tables in respect of the agreed services, frequency of flights and type of aircraft and all other relevant information concerning the operation over the agreed services.

2. The tariffs shall be agreed for each service between the designated airlines and shall be reasonable, due regard being paid to all relevant factors such as cost of operation, reasonable profit and tariffs charged by other carriers, as well as characteristics of such agreed service.

3. In case the designated airlines fail to reach an agreement on the said tariffs or on part of them the Aeronautical Authorities of both Contracting Parties shall endeavour to do so.

4. Tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of both Contracting Parties at least thirty days prior to the proposed date of their introduction. This period may be reduced in special cases if the Aeronautical Authorities so agree.

#### *Article 6*

1. The traffic capacity supplied by any designated airline to operate the agreed air services shall be established according to the requirement of the commercial movement and shall be allocated by a joint agreement between the designated airlines as far as the matter concerns their joint routes. In any case the matter shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.

2. In the interest of both Contracting Parties their respective Aeronautical Authorities would urge the designated airlines to cooperate closely on all matters related to operations.

#### *Article 7*

The laws, rules and regulations of one Contracting Party relating to :

(a) Entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of each aircraft while

within its territory, shall apply to the aircraft of the designated airline of the other Contracting Party;

- (b) Entry into or departure from its territory of passengers, crew, luggage or cargo of aircraft (such as regulations relating to export, import, passports, health, quarantine and exchange regulations) shall be applicable to the passengers, crew, luggage and cargo of the aircraft of the designated airline of the other Contracting Party.

#### *Article 8*

1. To ensure safety of flights on the agreed services each Contracting Party shall grant the aircraft of the other Contracting Party necessary radio, lighting, meteorological and other services required for the operation of such flight and shall also communicate to the other Contracting Party data on such services and information on main and alternate aerodromes where landings may be made and on flight routes within the limits of its territory.

2. The regulations and procedures related to the safety of flights and applied by each Contracting Party to the aircraft of the other Contracting Party shall be the same as those applied to its own aircraft and to the international air services in general.

3. All questions connected with air traffic control shall come under the competency of the Aeronautical Authorities of both Contracting Parties and shall be agreed upon by them, whenever necessary, in written forms.

#### *Article 9*

Duties and other fees charged for the use of airports, technical equipment and other facilities of the Contracting Parties are to be fixed according to the tariffs and regulations established by the authorities having competency on the territory of the respective Contracting Party.

#### *Article 10*

Subject to the laws and regulations of foreign exchange of both Contracting Parties, each Contracting Party shall have the right to remit the amounts incurred in excess of the expenses collected in the territory of the other Contracting Party in connection with the transportation of passengers, cargo and mail, according to the official convertible rate of currency applied by both Contracting Parties and on a reciprocal basis.

#### *Article 11*

1. Fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores introduced into the territory of one Contracting Party, or taken on board

of aircraft in that territory by, or on behalf of the airline designated by the other Contracting Party and intended solely for use by aircraft of such other Contracting Party shall be accorded a treatment not less favourable than that granted to other airlines engaged in similar international air service with respect to: Customs duties, other charges levied on the occasion of the importation, exportation or transit of goods, inspection fees and special consumption charges.

2. Aircraft of the designated airline of the Contracting Party, fuel, lubricating oils, regular aircraft equipment, spare parts and stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs, inspection fees or similar duties or charges, even though supplies are used or consumed by/or on such aircraft on flights in that territory. If these materials were unloaded on the territory of the other Contracting Party the unloaded materials shall be subject to the respective customs laws.

3. Spare parts, lubricating oils, regular equipment and aircraft stores for use in the operation of the services may be stored without customs duties at airports served by the designated airlines at the predetermined charges for storage under the supervision of the customs authorities.

#### *Article 12*

1. When operating the agreed services and flights under this Agreement the aircraft of the designated airlines of either Contracting Party shall carry the following documents.

- (a) Certificate of registration.
- (b) Certificate of airworthiness.
- (c) The appropriate licence for each member of the crew.
- (d) The aircraft radio station licence.
- (e) The journey log or other equivalent document.
- (f) The passenger list.
- (g) Cargo and mail manifest.
- (h) Special permissions prescribed for certain loads.

2. The certificates mentioned under (a) and (b) above may be incorporated in one document according to the national regulations of the Contracting Party concerned.

3. Aircraft certificates of airworthiness and crew member certificates of competency or licences and all other documents issued or rendered valid by one Contracting Party shall be recognised as valid by the other Contracting Party.

4. The aircraft of the designated airlines, when flying over the territory of the other Contracting Party, shall bear nationality and registration marks.

#### *Article 13*

1. Each Contracting Party undertakes to provide immediately all measures of assistance to aircraft of the other Contracting Party in distress on its territory respectively in FIR areas as it may find practicable and inform immediately the other Contracting Party and to permit, subject to control by its own authorities, the representatives of the authorities and/or the designated airlines of the other Contracting Party to visit the place of accident and to provide such measures of assistance as may be necessitated by the circumstances.

2. In case of emergency landing or accident the Contracting Parties shall render without delay all necessary aid to the aircraft in distress of the other Contracting Party, to their crew and passengers; they shall further protect the mail, luggage and cargo carried on board and they shall reforward them, to the point of destination as soon as possible, with other means of transport. The costs incurred will be borne by the airline in the interest of which the above services have been rendered.

3. If in case of emergency landing or accident serious damage is caused to the aircraft or to its equipment, or death or personal injury has occurred, and further, in case of serious materials loss arising on the surface of the earth, the Aeronautical Authority of the Contracting Party on the territory of which the event occurred shall immediately open an investigation and simultaneously invite the Aeronautical Authority of the Contracting Party to appoint observers to be present at the investigation and they have to look after and handle all the remains of the wrecked aircraft as well as the documents relating to the flight. The Contracting Party holding the investigation shall put at the disposal of the Aeronautical Authority of the other Contracting Party one copy of the report and findings of the investigation as soon as possible.

#### *Article 14*

In a spirit of close cooperation, the Aeronautical Authorities of both Contracting Parties will consult each other at the request of either Authority, for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set up in this Agreement and will exchange such information as is necessary for the purpose.

#### *Article 15*

If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by direct negotiation between the Aeronautical

Authorities. Failing to reach a settlement, the dispute is to be settled through diplomatic channels.

*Article 16*

1. If either of the Contracting Parties considers it desirable to modify the terms of this Agreement it may request negotiations on this question through diplomatic channels. Such negotiations shall begin within sixty days from the date of receipt of the request. Modifications agreed upon as a result of such negotiations shall be recorded in an exchange of diplomatic notes and shall come into effect after both Contracting Parties have notified each other that the formalities required by the national legislation of each Contracting Party have been accomplished.

2. The agreed services as well as other stipulations of the Annex to the present Agreement can be modified by agreement in written form between the Aeronautical Authorities of both Contracting Parties. All modifications thus agreed upon will be implemented at the date mutually agreed upon by the two Aeronautical Authorities.

*Article 17*

This Agreement will continue to be in force until one Contracting Party notifies the other Contracting Party through diplomatic channels of its intention to terminate it. In this case the Agreement shall be terminated twelve months after the date of receipt of the notice by the other Contracting Party, unless that notice to terminate is withdrawn by mutual agreement before the expiry of this period.

*Article 18*

This Agreement shall enter into force at a date to be laid down in an exchange of diplomatic notes stating that the formalities required by the national legislation of the Contracting Parties have been complied with.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed their seals thereto.

DONE in original duplicate in Sofia on this day, fifteenth of November 1966 in the English language.

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

Lazar BELOUKHOV  
Director General  
of Civil Aviation

For the Government  
of the Republic of Iraq :

Abdul HAQ AL-AJEELY  
Director General  
of Civil Aviation



ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ ON AIR TRANSPORT

1. The Government of the People's Republic of Bulgaria designates "TABSO"—The Bulgarian Civil Air Transport.

2. The Government of the Republic of Iraq designates "Iraqi Airways".

3. The airline designated by the Government of the People's Republic of Bulgaria shall have the right to operate air services over the following route in both directions :

- a) From originating points in Bulgaria—Istanbul or Ankara—Beirut or Damascus—Baghdad;
- b) From originating points in Bulgaria—Istanbul or Ankara—Beirut or Damascus—Baghdad—Teheran—Kuwait and beyond.

*Note* : The rights under Article 2, par. 1, *d*, of this Agreement granted between Ankara and Baghdad only and vice versa. Such rights between Baghdad and one point beyond will be granted at a later date, after the mutual agreement between both Contracting Parties in this respect, according to the provisions of Article 16, par. 2 of this Agreement.

4. The airline designated by the Government of the Republic of Iraq shall have the right to operate air services over the following route in both directions :

- a) From originating points in Iraq—Damascus or Beirut—Istanbul or Ankara—Sofia.
- b) From originating points in Iraq—Damascus or Beirut—Istanbul or Ankara—Sofia—Prague—Geneva and beyond.

*Note* : The rights under Article 2, par. 1, *d*, of this Agreement granted between Istanbul—Sofia and vice versa and Sofia—Prague and vice versa only.

5. The designated airline may omit one or more of the points on the routes specified in this Annex, or one or several, or all flights.

6. Each Contracting Party grants the airlines designated by the other Contracting Party the right to have in the point served by its air services in the territory of the other Contracting Party a representation required by the designated airline in connection with the operation of the specified air services. The personnel of this representation shall only consist of nationals of one or both Contracting Parties. For this personnel shall be applied the legal provisions and regulations in force in the territory of the Contracting Party in which they stay.

7. The non-scheduled flights operated by airlines designated by each Contracting Party shall be subject to a previous special permit. Requests for such permissions shall be submitted by the designated airline of the one Contracting Party directly to the Aeronautical Authorities of the other Contracting Party at least 72 hours prior to the commencement of the respective flight. In special cases when high officials (very important persons) are transported, as well as spare parts or the necessary facilities for repair of aircraft of the designated airlines, when damaged abroad, the above period of time may be reduced up to 24 hours.

DONE in original duplicate in Sofia on this day, fifteenth of November 1966, in the English language.

## RELATED LETTER

*To the President of the Government delegation  
of the Republic of Iraq*

Your Excellency,

In consideration of the Agreement on air transport signed to-day in Sofia between the Governments of the Republic of Iraq and the People's Republic of Bulgaria, I have the honour to inform you the following :

As according to the provisions of Article 18 of this Agreement, this Agreement shall enter into force at a date to be laid down in exchange of diplomatic notes stating that the formalities required by the national legislation of the Contracting Parties have been complied with, you are kindly requested to grant us a temporary permit in order the airline designated by the Government of the People's Republic of Bulgaria (as mentioned in the Annex to the said Agreement) to operate air services over the routes specified in the Annex to the same Agreement.

By virtue of such temporary permit we wish to operate the agreed air services before this Agreement has entered into force. This temporary permission shall continue to be in force until the date prescribed under Article 18 of the said Agreement.

We ask you to kindly inform the Government of the Republic of Iraq of the above and we would highly appreciate if you let us know its decision at your earliest convenience.

Please accept my respects, dear President.

Yours faithfully,

President of the Government delegation  
of the People's Republic of Bulgaria :

Lazar BELOUKHOV  
Director General of Civil Aviation

Sofia, 15.11.1966