

No. 9958

**BULGARIA
and
FRANCE**

**Air Transport Agreement (with annexes). Signed at Paris on
4 August 1965**

Authentic texts: Bulgarian and French.

Registered by Bulgaria on 20 October 1969.

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et
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**Accord relatif aux transports aériens (avec annexes). Signé à
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[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE PEOPLE'S
REPUBLIC OF BULGARIA AND THE FRENCH REPUBLIC

The Government of the People's Republic of Bulgaria and the Government of the French Republic (hereinafter referred to as "the Contracting Parties"), desiring to facilitate air transport between their respective territories, have for this purpose appointed representatives, who, being duly authorized, have agreed as follows :

Article 1

For the purposes of this Agreement and its annexes :

1. The expression "aeronautical authorities" means, in the case of the People's Republic of Bulgaria, the Ministry of Transport and Communications and, in the case of the French Republic, the Secretariat-General of Civil Aviation, or, in either case, any person or body authorized to perform the functions at present exercised by them.

2. The expression "agreed services" means all scheduled air services operated on the routes described in annex I to this Agreement.

3. The expression "designated airline" means any airline which one of the Contracting Parties has designated in writing to the other Contracting Party, in accordance with the provision of article 3 of this Agreement, for the operation of the agreed services.

Article 2

The Government of the People's Republic of Bulgaria and the Government of the French Republic grant to each other the right to have one or more designated airlines operate the agreed services specified in annex I to this Agreement.

Article 3

1. Each of the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which these rights have been granted, provided that :

(a) The Contracting Party to which the rights have been granted has designated the airline which will operate the agreed services.

(b) The Contracting Party granting the rights has authorized the airline to inaugurate the agreed services, such authorization being given without delay, subject to the provisions of paragraph 2 of this article.

¹ Came into force on 4 August 1965 by signature, in accordance with article 18.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the requirements prescribed by the laws and regulations mentioned in article 5 of this Agreement.

3. Each Contracting Party reserves the right to withhold an operating permit from the airline designated by the other Contracting Party, to revoke such a permit, to suspend the exercise of the rights specified in annex I to this Agreement or to impose such conditions as it may deem necessary on the exercise of these rights, where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party which designated the airline or in nationals of that Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement and the annexes thereto.

4. Unless the revocation, suspension or immediate imposition of conditions is necessary to prevent further infringements of the provisions of the Agreement, this right shall be exercised only after consultation with the other Contracting Party.

Article 4

1. The designated airlines shall enjoy equal and fair opportunities in the operation of the agreed services between the territories of the Contracting Parties.

2. Where they operate on the same routes, the designated airlines shall take each other's interests into account so as not to affect unduly their respective services. In this spirit, they shall endeavour to concentrate on the services referred to in this Agreement as much of the passenger and freight traffic between the territories of their respective countries as possible.

3. On all the routes appearing in annex I to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

4. The airline designated by either Contracting Party may, within the limit of the over-all capacity stipulated in paragraph 3 of this article, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

5. Additional capacity over and above that mentioned in paragraph 3 of this article may occasionally be provided whenever it is warranted by the traffic requirements of the countries served by the route.

An understanding shall be reached between the airlines of the two Contracting Parties if such capacity is to be used for an extended period.

6. The airlines designated by the two Contracting Parties shall reach an understanding concerning the conditions of operation of the agreed services, account being taken of the capacity to be provided by each of the designated airlines; such understanding shall specify the frequency of services, the organization of time-tables and the general conditions in which such services shall be operated by the designated airlines. Any dispute on this subject shall be settled in accordance with the procedure specified in article 16.

Article 5

1. The laws and regulations of each Contracting Party relating to the entry into, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory, shall apply to aircraft of the other Contracting Party.

2. The laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew, mail and cargo carried on board aircraft, such as those relating to control formalities, entry, exit, passports, customs and health, shall apply to passengers, crew, mail and cargo taken on board aircraft of the other Contracting Party.

The carrier shall be responsible for seeing that the passengers, crew, mail and cargo are accompanied by the documents needed for the formalities specified in this paragraph.

3. The technical aircraft operation manuals and the line manuals (navigation and route charts) of each Contracting Party or the instructions used in their stead shall be deposited with the competent official services of the other Contracting Party.

Article 6

1. Notwithstanding the provisions of article 5 of this Agreement, visas for flight crew members and other flight personnel of the aircraft flown in the operation of the agreed services shall be issued in advance, with a validity of at least 6 months, for the number of crews required by the airline or airlines of each Contracting Party.

2. Crews employed in the operation of the agreed services may stay freely in the town nearest to the landing airport for sufficient time to enable them to depart on the aircraft on which they arrived or, at the latest, on the next scheduled flight of their respective airlines.

Article 7

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such technical personnel as may be needed to operate

the air services specified in annex I to this Agreement and such commercial personnel as may be needed to facilitate traffic. They shall agree on the number of persons to be employed for this purpose, subject to the approval of the aeronautical authorities.

Article 8

1. The routes to be followed by the aircraft flown in the operation of the agreed services and the corridors for crossing the frontiers of the two States shall be fixed by each Contracting Party for its own territory.

2. In order to ensure the safety of flights in the agreed services, each Contracting Party shall allow the aircraft of the other Contracting Party to use such of its radio, signal lighting, meteorological and other facilities as may be necessary for the operation of the service. It shall also give the other Contracting Party information on such facilities and on the airports of destination and alternate airports at which the aircraft may land and on the route they should follow over its territory.

3. The aircraft of each of the Contracting Parties shall carry such crew and equipment as are needed to comply with the air traffic and radiocommunication rules and procedures applicable in the airspace of the other Contracting Party over the entire route followed.

Article 9

Fees and other charges for the use of airports and of airport installations and technical facilities in the territory of either Contracting Party shall be levied in accordance with the rates and tariffs uniformly established by the laws and regulations of that Contracting Party.

Article 10

1. Aircraft making the flights mentioned in the annex to 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, unless they are transferred in the territory of the other Contracting Party to third parties.

2. Fuel and lubricating oils necessary for the supplying of aircraft of the airline designated by either Contracting Party, delivered in the territory of the other Contracting Party, shall be exempt from customs duties and other national and local duties and charges.

3. Fuel, lubricating oils, spare parts, tools, regular equipment and stores brought into or stored in the territory of either Contracting Party for consumption or use by aircraft of the airline of the other Contracting Party in carrying out the flights specified in annex I to this Agreement 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, except for charges levied for services rendered. They may not, however, be transferred in that territory to third parties.

4. Regular equipment, supplies and stores on board the aircraft of one Contracting Party may be unloaded and stored in the territory of the other Contracting Party, under the supervision of the customs authorities of that territory, until they are re-exported or are declared to customs.

Article 11

1. Each aircraft used by the agreed services shall bear its own nationality and registration marks and carry the following documents (which must be valid) :

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Licences or certificates for each member of the crew;
- (d) Aircraft radio licences.

In addition the competent authorities of each Contracting Party shall prescribe what other aircraft documents the aircraft of the other Contracting Party employed in international traffic must carry and shall notify the competent authorities of that Party accordingly.

2. All the aforesaid documents issued or recognized as valid by one of the Contracting Parties shall be recognized as valid in the territory of the other Contracting Party.

Article 12

In the event of an accident to an aircraft of the airline designated by one Contracting Party in the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party in whose territory the event occurs shall :

- (a) Give all necessary assistance to the crew and passengers;
- (b) Inform the aeronautical authorities of the other Contracting Party without delay of the details and circumstances of the accident;
- (c) Take every measure to safeguard the aircraft and its contents, including baggage, cargo and mail;
- (d) Institute an inquiry into the circumstances of the accident;
- (e) Provide every facility for the accredited representatives of the aeronautical authorities of the other Contracting Party and those of the airline

operating the aircraft to be present at the inquiry as observers and have access to the aircraft;

(f) Release the aircraft and its contents as soon as they are no longer needed for the inquiry;

(g) The members of the crew of the aircraft concerned and the operating airline shall comply with all the rules in force in the territory in which the accident occurs, particularly regarding information to be given to the persons making the inquiry;

(h) Report the findings of the inquiry to the aeronautical authorities of the other Contracting Party and, if those authorities so desire, hand over to them copies of all the records of the inquiry.

Article 13

1. The tariffs to be charged by the airline of one Contracting Party for carriage to or 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 mentioned in paragraph 1 of this article shall be fixed by agreement between the designated airlines of the Contracting Parties and shall, where possible, be established through the international rate-fixing machinery.

If the designated airlines cannot agree on any one of these tariffs, the aeronautical authorities of the Contracting Parties shall endeavour to establish the tariff by agreement between themselves.

3. The tariffs agreed between the designated airlines shall be submitted by them for approval to their national aeronautical authorities at least thirty days before the proposed date of their introduction; in special cases, this time-limit may be shortened by agreement between the said authorities.

4. The aeronautical authorities shall notify each other direct of their approval or rejection of the proposed tariffs with the least delay and, if possible, at least fifteen (15) days before the proposed date of introduction of the tariffs. Any disagreement shall be resolved in accordance with article 15.

Article 14

Any financial question concerning the activity of the designated airlines of the Contracting Parties shall be settled between such airlines in accordance with the relevant provisions of the payments agreement in force between the Contracting Parties.

Article 15

1. Either Contracting Party may at any time propose to the other Contracting Party any modification of this Agreement that it considers desirable; consultation

between the Contracting Parties on the proposed modification shall begin within sixty (60) days from the date of the request therefor by either Contracting Party.

2. Should either Contracting Party consider it desirable to modify the annexes to this Agreement, the aeronautical authorities of the two Contracting Parties may consult each other with a view to making such modification.

3. Any modification of this Agreement or its annexes under paragraphs 1 and 2 of this article shall take effects after it has been confirmed by an exchange of notes between the Contracting Parties.

Article 16

Any dispute relating to the interpretation or application of this Agreement or its annexes shall be settled, in the first instance, by the aeronautical authorities. Should the said authorities fail to reach agreement, the dispute shall be settled through the diplomatic channel.

Article 17

Either Contracting Party may denounce this Agreement at any time. The Agreement shall cease to be in force twelve months after the date on which the other Contracting Party receives official notice of the denunciation in writing, unless such notice is withdrawn before the expiry of the time-limit.

Article 18

This Agreement shall enter into force on the date of its signature.

DONE in Paris on 4 August 1965, in duplicate in the Bulgarian and French languages, both texts being equally authentic.

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

Lazar BELOUKHOV

For the Government
of the French Republic :

Augustin JORDAN

A N N E X I

Section 1

A. The agreed services referred to in article 3 of this Agreement are defined as follows :

Bulgarian route: Sofia—one or two intermediate points—Paris—London or another point in the United Kingdom or in another country of Western Europe, in both directions.

French route: Paris—one or two intermediate points—Sofia—a point in the Near or Middle East, in both directions. It is understood that the term “Near or Middle East” includes Turkey.

B. On the routes mentioned in the schedule given in paragraph A of this annex, the designated airlines of each Contracting Party shall have the right :

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops for non-traffic purposes;
- (c) To set down and pick up passengers, mail and cargo in international traffic.

C. Pending the start of service to Bulgarian territory by the designated French airline, the designated Bulgarian airline shall not exercise traffic rights between the intermediate points on the specified route and French territory. These rights shall be defined after the start of service to Bulgarian territory by a designated French airline. Nevertheless, pending such definition, the Bulgarian airline shall continue to exercise fifth-freedom traffic rights at Vienna on two flights a week to and from Paris.

D. The intermediate stop or stops on the Bulgarian and French routes may, at the option of the designated airlines, be omitted from any or all flights.

E. It is understood that the designated Bulgarian airline will not exercise traffic rights between Paris and London or another point in the United Kingdom or in another country of Western Europe, in both directions, so long as the designated French airline is not exercising traffic rights between Sofia and the point in the Near or Middle East, in both directions.

F. The frequency of the services to be operated by the Bulgarian and French designated airlines shall be established by agreement between the said airlines, with the approval of the aeronautical authorities of the two Contracting Parties. In any event, the frequency may not be restricted to less than three per week in respect of each airline.

Section 2

A. Non-scheduled flights between French territory and Bulgarian territory may be made by an airline of one Contracting Party with the special authorization of the aeronautical authorities of the other Contracting Party.

B. Applications for such authorization by the said airline must be communicated direct to the competent aeronautical authorities and be received at least 48 hours before the departure of the aircraft (excluding Saturdays, Sundays and public holidays); this requirement may be waived upon request in exceptional cases.

C. The operation of such non-scheduled flights shall, in any case, be subject to the prior conclusion of a general agreement between the airlines of the two Contracting Parties in accordance with the international norms relating to tariffs and prices.

ANNEX II

1. The Contracting Parties undertake to adopt all necessary measures to ensure that the agreed services are operated in satisfactory safety conditions. The information and assistance furnished by each Contracting Party shall be such as to meet the normal needs of the airline designated by the other Contracting Party.

2. (a) The crews of the aircraft used in the agreed services by the airline designated by either Contracting Party must be fully conversant with the rules of air traffic and radiocommunication in force in the territory of the other Contracting Party.

(b) The aircraft shall be fitted with equipment suitable for the route followed, so that the rules of instrument flight may be observed throughout the journey, particularly as regards navigational aids and transmitters and receivers for radiocommunication.

(c) An air traffic flight plan shall be prepared for each flight in conformity with the rules in force at the airport of departure.

(d) Aircraft shall maintain a continuous listening watch on the radio frequencies used by each competent air traffic agency throughout the journey and shall be prepared at all times to transmit on the said frequencies the position and meteorological reports required by the regulations in force.

(e) Unless the competent services decide otherwise, messages to ground shall be exchanged in the English language in the case of radiotelephony and in the international Q Code in the case of radiotelegraphy. If point-to-point links do not yet exist, each Contracting Party shall establish such point-to-point links of the aeronautical fixed service as are required for the handling of messages to ensure the safe and efficient preparation and performance of flights, in particular air traffic messages. The competent air traffic agencies concerned with the flights in the agreed services shall be able to exchange messages concerning such flights.

3. (a) The Contracting Parties shall exchange all aeronautical information helpful in the preparation and performance of flights by aircraft of the airline designated by the other Contracting Party; the civil aviation services of the Contracting Parties shall keep such information permanently up to date and shall immediately notify any changes to be made. In emergencies, some of this information may be transmitted in "NOTAMS". These "NOTAMS", known as "Class I NOTAMS", shall be handled by the point-to-point links of the aeronautical fixed service established between the two Contracting Parties. Otherwise, they shall be transmitted by the most rapid means; they shall then be called "Class II NOTAMS". The "NOTAMS" shall be prepared in NOTAM code and in English.

(b) In addition, before and during each flight, the air traffic agencies of each Contracting Party shall, if necessary, transmit to the aircraft of the airline designated by the other Contracting Party all aeronautical information helpful in the performance of the flight, as well as meteorological information in their possession which may assist the aircraft.

4. The meteorological services of each Contracting Party shall place at the disposal of the crews of the airlines designated by the other Contracting Party meteorological and other information helpful in the preparation and performance of flights.