

No. 10298

**BULGARIA
and
CUBA**

**Air Transport Agreement (with annexes). Signed at Sofia on
31 May 1965**

Authentic texts: Bulgarian and Spanish.

Registered by Bulgaria on 6 February 1970.

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et
CUBA**

**Accord relatif aux transports aériens (avec annexes). Signé à
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Textes authentiques: bulgare et espagnol.

Enregistré par la Bulgarie le 6 février 1970.

[TRANSLATION — TRADUCTION]

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

The Government of the People's Republic of Bulgaria and the Government of the Republic of Cuba, hereinafter referred to as the "Contracting Parties", desiring to establish regular civil air services between their two countries and to promote in every possible way international co-operation in that field, have agreed as follows:

Article 1

1. For the purposes of this Agreement and the annexes thereto:

(a) The expression "territory" means the land areas under the sovereignty of either Contracting Party, the territorial waters adjacent thereto and the air space above;

(b) The expression "civil aviation authorities" means
In the case of the Government of the People's Republic of Bulgaria, the Ministry of Transport and Communications or any other person or body authorized by the Government of the People's Republic of Bulgaria to perform the functions presently exercised by the said Ministry or other similar functions.

In the case of the Government of the Republic of Cuba, the Cuban Institute of Civil Aviation or any other person or body authorized by the Government of the Republic of Cuba to perform the functions presently exercised by the said Institute or other similar functions.

(c) The expression "designated airline" means the airline designated by one of the Contracting Parties to operate the agreed services.

(d) The expression "agreed services" means the air service specified in annex I to this Agreement and operated on the established routes.

¹ Came into force provisionally on 31 May 1965, the date of signature, and definitively on 20 November 1965, the date when both Contracting Parties had informed one another that the formalities required by each Party had been complied with, in accordance with article 17.

2. Annexes I and II to this Agreement shall be considered integral parts thereof, and any reference to the Agreement shall, unless expressly provided otherwise, be considered a reference to those annexes as well.

Article 2

1. Each Contracting Party grants to the other Contracting Party the rights, specified in the annexes to this Agreement, which are essential to the establishment of the scheduled international air services specified in those annexes.

2. The airline designated by each Contracting Party shall have due regard for the interests of the airline designated by the other Party for the same routes, in order that the said services may be operated without undue adverse effects on the interests of either Party

3. The airline designated by the two Contracting Parties shall have fair and equal opportunities to operate the agreed services.

Article 3

1. Each Contracting Party shall have the right to designate to the other Party one or more airlines to operate the agreed services on the specified routes.

2. Each Contracting Party may, by written notice to the other Contracting Party, replace the airline it has designated with another airline of the same type.

Article 4

1. The airline designated by each Contracting Party may commence its operation of the agreed services immediately after receiving an operating permit from the civil aviation authorities of the other Contracting Party. The said permit shall be issued without delay, subject to the provisions of this article.

2. Before issuing the permit for operation of the agreed services, the civil aviation authorities of each Contracting Party may require proof that all provisions and conditions prescribed under the laws normally applied to international air transport will be duly observed.

3. Each Contracting Party shall have the right to withhold the operating permit from the airline designated by the other Contracting Party, or to impose conditions on the exercise of the rights specified in this Agreement, when-

ever it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in individuals or bodies corporate having the nationality of that party.

4. Each Contracting Party shall have the right to revoke the permit which it has issued in accordance with paragraph 1 of this article whenever the airline designated by the other Contracting Party fails to comply with its laws and regulations or to fulfil the obligations specified in this Agreement. Such right shall be exercised only after agreement to that effect has been reached between the civil aviation authorities of the two Contracting Parties, except in cases where immediate revocation of the permit is essential to prevent further infringements of laws and regulations.

Article 5

1. Each Contracting Party shall require the airline which it has designated to submit to the civil aviation authorities of the other Contracting Party for approval, one month before operation of its services is to begin, a full description of those services, including information on the frequency of flights and the type of aircraft to be used and other details of the operation of the services. If either airline wishes to make any change in the services so described, it must obtain a permit authorizing the change, at least one month in advance, from the civil aviation authorities of both Contracting Parties.

2. The airline designated by each Contracting Party shall submit, at the request of the civil aviation authorities of the other Contracting Party, all information necessary for the regulation of air traffic in connexion with the agreed services.

3. Each Contracting Party shall, in order to ensure the safety of flights operated by the airline designated by the other Contracting Party, grant to the latter Party's aircraft all radio, runway illumination, electrical power, meteorological or other services necessary for the operation of the flights. Each Party shall also provide the other with all information concerning the said services, including information on the main and alternate airports in its territory where aircraft of the other Contracting Party may land.

4. The civil aviation authorities of each Contracting Party shall take all appropriate measures to ensure that its designated airline is regularly supplied with the information referred to in paragraph 3 above and any changes therein,

and to ensure that such information is transmitted immediately to the airline of the other Contracting Party.

Article 6

1. The tariffs to be applied by the airline designated by one Contracting Party for carriage to or from the territory of the other Contracting Party shall be fair and reasonable, and shall be established with due regard for 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 be determined by agreement between the designated airlines of the two Contracting Parties. If the airlines cannot agree on the tariffs or on certain tariffs, the civil aviation authorities of the Contracting Parties shall endeavour to settle the matter between themselves.

3. The tariffs agreed upon by the designated airlines of the two Contracting Parties shall be submitted for approval to the civil aviation 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 civil aviation authorities of each Contracting Party shall notify the civil aviation authorities of the other Contracting Party direct of their acceptance or rejection of the proposed tariffs as soon as possible and, if possible, at least 15 (fifteen) days before the proposed date of introduction of the tariffs. Any disputes which may arise in this regard shall be settled in accordance with the provisions of article 14, paragraph 2, of this Agreement.

Article 7

Fees and other charges for the use of airports and their technical facilities and service equipment in the territory of each Contracting Party shall be levied in accordance with the tariffs officially established by the competent State organs of each Contracting Party and shall not be greater than those applicable to other foreign airlines for the same or similar services.

Article 8

1. Aircraft employed by the designated airlines for the operation of the agreed services shall bear the nationality and registration marks of their country and shall carry the following documents:

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Licence or certificate for each member of the crew;
- (d) Journey log book or other document in lieu thereof;
- (e) Aircraft radio registration and licence, in accordance with the relevant international regulations;
- (f) Passenger list;
- (g) If the aircraft transports cargo, a cargo manifest, including a detailed description of the cargo and an indication of its final destination;
- (h) Licence to carry special types of cargo, where required.

2. The civil aviation authorities of either Contracting Party, may, after notifying the civil aviation authorities of the other Contracting Party, require that other documents be carried on board.

3. Each Contracting Party shall recognize as valid the certificates of airworthiness and registration, and crew certificates and licences issued or recognized by the other Contracting Party.

Article 9

1. Accounts for carriage effected by the airlines designated by the Contracting Parties under this Agreement shall be settled in accordance with the procedures provided for in the Trade Agreement and the Payments Agreement between the Republic of Cuba and the People's Republic of Bulgaria which are in force at the time when such carriage is effected.

2. If one of the Contracting Parties or its designated airline, with the prior authorization of the other Contracting Party, incurs costs in freely convertible currency for technical, commercial or other services at the request of the latter Party or its designated airline, such costs shall be repaid in the same currency as that in which they were incurred.

Article 10

1. The laws and regulations of each Contracting Party relating to the admission to, stay in and departure from its territory of aircraft intended for international air transport service, or to the operation of such aircraft while within its territory, shall also apply to aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of each Contracting Party relating to the admission to, stay in and departure from its territory of crew, passengers, baggage, postal matter and cargo, or to formalities relating to currency control, emigration, passports, and customs and health regulations, shall also apply to the crew, passengers, baggage, postal matter and cargo carried by aircraft of the airline designated by the other Contracting Party while they are within the said territory.

Article 11

1. Aircraft operating the agreed services, as well as the fuel, lubricating oils, spare parts, regular equipment and stores, including food, on board the aircraft shall, on entry into and departure from the territory of the other Contracting Party, be exempt from customs duties and other charges.

2. Fuels and lubricating oils needed for reserve purposes on the agreed services by the aircraft of the airline designated by each Contracting Party and taken on board in the territory of the other Contracting Party shall be exempt from customs duties and other duties and charges.

3. Fuel, lubricating oils, spare parts, regular aircraft equipment and stores, including food, which are imported into or stored in the territory of one Contracting Party for use or consumption by aircraft of the airline of the other Contracting Party and which are necessary for flight performance and safety on the agreed services shall, on entry into and departure from the territory of the other Contracting Party, be exempt from customs duties and from other duties and charges. Such objects and materials shall be used only in the restricted area of the airport where aircraft are serviced and where passenger and cargo traffic is handled. However, in the case of a forced landing or a landing at an alternate airport, they may be transported to the site of the aircraft and shall remain exempt from the aforementioned charges.

4. The objects and materials referred to in paragraphs 1, 2, and 3 above shall, while in the territory of the other Contracting Party, be subject to customs control or to other measures intended to ensure safekeeping and supervision.

5. The objects and materials referred to in paragraphs 1, 2 and 3 above shall not be exempt from customs duties and other charges if they are transferred to third parties in the territory of the other Contracting Party, except where such transfer is agreed between the Contracting Parties.

Article 12

Each Contracting Party undertakes to provide facilities and give assistance to aircraft of the other Contracting Party which are in distress or involved in an accident in its territory.

Each Contracting Party shall give such assistance to aircraft of the other Contracting Party in the same manner and to the same extent as it would for its own aircraft.

Where an aircraft of one Contracting Party makes a forced landing, sustains damage, is involved in an accident or suffers a disaster in the territory of the other Contracting Party, the latter shall :

- (a) Give all possible assistance to the aircraft;
- (b) Immediately notify the other Contracting Party of the accident which has occurred;
- (c) Immediately take all possible measures to assist the crew and passengers affected by the accident;
- (d) Ensure the protection of mail, baggage and cargo on board the aircraft;
- (e) Ensure the preservation of the wreckage and other traces of the accident as well as the documentation on board and other documentation relating to the flight.

The Contracting Party in whose territory the accident or disaster has occurred shall arrange for an inquiry into its circumstances and causes and shall, at the request of the other Contracting Party, grant representatives of that Party free access to its territory for the purpose of attending the inquiry as observers.

The Contracting Party conducting the inquiry shall transmit to the other Contracting Party the findings and, at the latter Party's request, a copy of the documentation relating to the accident. The copy shall include all documents and data required, in accordance with the laws and regulations, for international flights over the territory of the Contracting Party conducting the inquiry.

Article 13

Each designated airline shall be entitled to maintain in the territory of the other Contracting Party a representation, with technical and commercial personnel, for the operation of the agreed services. The civil aviation authorities of the said other Contracting Party shall render assistance to the representatives in the performance of their functions.

Article 14

1. In a spirit of close collaboration, the civil aviation authorities of the two Contracting Parties shall consult together periodically in order to ensure that this Agreement is being applied in a proper and satisfactory manner.

2. Disputes relating to the interpretation or application of this Agreement and its annexes shall be settled by direct negotiations between the civil aviation authorities of the two Contracting Parties. If the negotiations do not result in agreement, such disputes shall be settled through the diplomatic channel.

Article 15

1. Either Contracting Party may at any time request a meeting with the other Contracting Party to discuss the interpretation, application or modification of this Agreement. The meeting shall begin within 60 (sixty) days from the date on which the request therefor is sent.

2. Any changes agreed between the Parties shall take effect after they have been confirmed by an exchange of notes through the diplomatic channel.

3. Changes in the annexes to this Agreement may be made by direct agreement between the civil aviation authorities of the two Contracting Parties. The changes so agreed shall take effect on the date agreed upon by those authorities.

Article 16

1. This Agreement shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the United Nations Charter.

2. In the event of the entry into force of a Multilateral General Air Convention agreed to by both Contracting Parties this Agreement shall be amended so as to conform with the provisions of that Convention.

Article 17

This Agreement shall be applied provisionally from the date of its signature and shall enter into force definitively on the date on which the two Contracting Parties inform one another that the formalities required by each Party have been complied with.

Article 18

Either Contracting Party may denounce this Agreement at any time by notifying the other Contracting Party. The Agreement shall remain in force for 12 (twelve) months after the date on which notice of denunciation is received by the other Contracting Party.

DONE and signed at Sofia, People's Republic of Bulgaria, on 31 May 1965, in duplicate in the Bulgarian and Spanish languages, both texts being equally authentic.

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

For the Government
of the Republic of Cuba:
Carlos Rafael Rodrigues
RODRIGUES

ANNEX I

TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF BULGARIA AND THE GOVERNMENT OF THE REPUBLIC OF CUBA

Article 1

The airline designated in this annex by the People's Republic of Bulgaria shall have the right to overfly the territory of the Republic of Cuba, the right to land in the

said territory for non-commercial purposes and the right to land in order to pick up and set down passengers, baggage, cargo and mail in international traffic, on the following routes:

- (A) From Sofia, People's Republic of Bulgaria, via intermediate points to Havana, Republic of Cuba, in both directions.
- (B) From Sofia, People's Republic of Bulgaria via intermediate points to Havana, Republic of Cuba, and points beyond, in both directions.

Article 2

The airline designated in this annex by the Republic of Cuba shall have the right to overfly the territory of the People's Republic of Bulgaria, the right to land in the said territory for non-commercial purposes and the right to land in order to pick up and set down passengers, baggage, cargo and mail in international traffic, on the following routes:

- (A) From Havana, Republic of Cuba, via intermediate points to Sofia, People's Republic of Bulgaria, in both directions.
- (B) From Havana, Republic of Cuba, via intermediate points to Sofia, People's Republic of Bulgaria and points beyond, in both directions.

Article 3

1. The points beyond on the agreed routes, referred to in articles 1 (B) and 2 (B) of this annex, shall be established by agreement between the civil aviation authorities of the two Contracting Parties

2. The airline designated by either of the Contracting Parties shall have the right to omit, either permanently or on individual flights, landing at any of the intermediate points specified in the above description of the agreed routes.

Article 4

1. The transport of mail on the agreed routes by the airlines designated by the two Contracting Parties shall be carried out in accordance with the provisions of the Universal Postal Convention.¹

2. Mail shall be given absolute priority over passengers and cargo.

¹ United Nations, *Treaty Series*, vol. 364, p. 3.

Article 5

1. Before operating special flights, the airlines designated by each Contracting Party must obtain special permits. The airline concerned shall submit its request for such a permit direct to the civil aviation authorities of the other Contracting Party at least 24 (twenty-four) hours before the flight.

2. In exceptional and urgent circumstances involving the travel of persons and passengers holding important posts or the transport of spare parts or equipment for the repair of aircraft of the designated airlines which have suffered damage abroad, such flights may be requested at any time, and the civil aviation authorities of the other Contracting Party shall issue the permit as quickly as is possible under the circumstances.

3. A permit for special flights as defined in paragraph 1 above shall, however, be granted only if the civil aviation authorities of the Contracting Party responsible for issuing the permit are satisfied that such flights will not adversely affect the regular service of its designated airline.

Article 6

1. B'lgarskiya grazhdanski v'zdushen transport TABSO is designated in accordance with article 3 of this Agreement as the airline to operate the agreed services specified in article 1 of this annex.

2. The Empresa Consolidada Cubana de Aviación is designated in accordance with article 3 of this Agreement as the airline to operate the agreed services specified in article 2 of this annex.

A N N E X I I

TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA AND THE GOVERNMENT OF THE REPUBLIC OF CUBA

GENERAL

1. The Contracting Parties shall, in accordance with article 5 of this Agreement, take all necessary measures to ensure the safe and regular operation of the designated airlines. For this purpose, each Contracting Party shall provide for the airline designated by the other Contracting Party all standard radio, meteorological and runway lighting facilities and other services afforded to all other foreign airlines, including necessary contracts with the enterprises or agencies which are to provide these services.

2. The information and assistance provided in accordance with the terms of this annex by each Contracting Party shall be sufficient to meet the reasonable safety requirements of the airline designated by the other Contracting Party.

PROVISION OF INFORMATION

3. The information to be provided by each Contracting Party shall include all necessary particulars of the intermediate and terminal airports to be used for the agreed services, the routes to be followed within the territory of the Contracting Parties, the radio system and other means of communication or facilities necessary to enable aircraft to comply with air traffic requirements.

4. The information shall also include all relevant meteorological information to be provided both before and during the flight of aircraft of the designated airlines. The civil aviation authorities of the Contracting Parties shall use the established international code for the transmission of meteorological information and shall agree on meteorological forecast periods.

5. The civil aviation authorities of the Contracting Parties shall supply a continuous service for keeping up to date the information provided in accordance with paragraphs 3 and 4 of this annex and for providing immediate notice of any changes to the airline and other services concerned.

This shall be done by means of NOTAMS issued either through the available international means of communication with subsequent written confirmation, where practicable, or in written form only, provided that this will reach the addressee in sufficient time. NOTAMS shall be issued in English.

6. The exchange of information by NOTAMS shall commence as soon as possible and in any event prior to the commencement of flights of the designated airlines.

PREPARATION OF FLIGHT PLANS AND AIR TRAFFIC CONTROL PROCEDURES

7. The civil aviation authorities of the Contracting Parties shall be responsible for ensuring that the crews of aircraft operated by the designated airlines on the services agreed to by the Contracting Parties are fully conversant with the flight regulations and air traffic control procedures in effect in the territory of the other Contracting Party.

8. Before each flight, and if necessary, during the flight, the civil aviation authorities of each Contracting Party shall supply to the crews of the aircraft of the airline designated by the other Contracting Party:

- (a) Information about the state of airports and of the navigation aids necessary for the operation of the flight;
- (b) Written information, maps and charts and oral information on current and forecast weather conditions en route and at the point of destination.

9. Before each flight, the commander of the aircraft shall submit a flight plan for approval by the air traffic control authorities in the country from which the flight is starting. The flight shall be carried out in accordance with the approved plan. No change shall be made in the flight plan except with the specific permission of the air traffic control authorities, save in case of emergency requiring immediate action. In such cases, the appropriate air traffic control authorities shall be informed immediately of the changes in the flight plan.

10. The commander of the aircraft shall ensure the maintenance of continuous contact with the appropriate air traffic control authorities on the established frequency and of readiness to transmit immediately on the said frequency, in particular all information on the location of the aircraft and meteorological observations in accordance with the national or international regulations in force in the People's Republic of Bulgaria and the Republic of Cuba.

11. Radiotelephone communications between aircraft and the air traffic control authorities shall be carried out in English, using the appropriate code.

EQUIPMENT OF AIRCRAFT

12. The aircraft used on the agreed services by the airline designated by each Contracting Party shall be equipped to use air navigation aids enabling them to use the established route and the landing systems used in the territory of the other Contracting Party.

13. The aircraft used on the agreed services shall be equipped with rapid-tuning radio apparatus capable of using the appropriate radio frequencies for communication with ground stations in the territory of the other Contracting Party.

FLIGHT AND AIR TRAFFIC CONTROL PROCEDURES

14. For the purpose of this Agreement, flight and air traffic control procedures in force in the territory of each of the Contracting Parties shall be applied.

COMMUNICATION FACILITIES

15. For the purpose of exchanging the information necessary for the operation of the agreed services, including the transmission of NOTAMS, and for air traffic control purposes, the civil aviation authorities of the Contracting Parties shall use the English language, employing all existing channels of communication between Sofia and Havana.