

**No. 10538**

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**BULGARIA  
and  
LEBANON**

**Agreement concerning air services (with annex). Signed at Beirut  
on 17 February 1967**

*Authentic text: French.*

*Registered by Bulgaria on 9 June 1970.*

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**BULGARIE  
et  
LIBAN**

**Accord sur les services aériens (avec annexe). Signé à Beyrouth  
le 17 février 1967**

*Texte authentique: français.*

*Enregistré par la Bulgarie le 9 juin 1970.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
LEBANESE REPUBLIC AND THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF BULGARIA CONCERNING  
AIR SERVICES

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The Government of the Lebanese Republic and the Government of the People's Republic of Bulgaria, hereinafter referred to as "the Contracting Parties",

Desiring to regulate their mutual relations in the matter of civil air services,

Have agreed as follows:

*Article 1*

For the purposes of this Agreement and the annex thereto:

(1) The expression "aeronautical authorities" shall mean, in the case of Lebanon, the Ministry of Public Works and Transport—Directorate General of Transport, and, in the case of Bulgaria, the Ministry of Transport or, in both cases, any individual or agency authorized to perform the functions of the aforementioned authorities;

(2) The word "territory" shall mean the land areas, territorial waters adjacent thereto and the air space above under the sovereignty of the State concerned;

(3) The expression "agreed services" shall apply to the scheduled air services which may be operated under the terms of this Agreement;

(4) The expression "designated airline" shall mean an airline designated in writing by the aeronautical authorities of one Contracting Party to the aeronautical authorities of the other Contracting Party as being the airline which they wish to designate, under articles 2 and 3 of this Agreement, to operate the agreed services.

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<sup>1</sup> Came into force on 15 March 1969, the date of the exchange of the diplomatic notes recording its approval under the respective constitutional provisions of each Contracting Party, in accordance with article 22.

### Article 2

The designated airline or airlines of one Contracting Party shall enjoy the right to fly over the territory of the other Contracting Party and to make stops therein for non-traffic purposes and may also use the airports and other facilities provided for international traffic. Such airlines shall also enjoy, in the territory of the other Contracting Party and while operating the services specified in the annex to this Agreement, the right to take up and set down international traffic in passengers, mail and cargo, on the conditions laid down in this Agreement and in the annex thereto.

### Article 3

1. Operation of the agreed services on the routes specified in the annex to this Agreement may commence at any time:

- (a) after the Contracting Party to which the rights specified in article 2 have been granted has designated in writing one or more airlines to operate the agreed services;
- (b) after the Contracting Party granting those rights has authorized the above-mentioned airline or airlines to operate the agreed services.

2. Subject to the provisions of this Agreement, the Contracting Party granting the rights shall without delay issue a permit to operate the agreed services.

3. Each Contracting Party shall have the right to request the designated airline of the other Contracting Party to satisfy it that it is qualified to fulfil the conditions prescribed under the laws and regulations of the first-mentioned Contracting Party and under the provisions of this Agreement for the operation of international air services.

4. Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit whenever it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals or whenever the airline fails to comply with the laws and regulations referred to in article 4 or to perform its obligations under this Agreement. Unless revocation of the permit is essential to prevent further serious infringements, this right shall be exercised only after consultation with the other Contracting Party.

*Article 4*

1. The laws and regulations of each Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation, or to the operation, navigation and movement of such aircraft within its territory, shall apply to aircraft of the airline designated by the other Contracting Party.

2. Passengers, crews and consignors of cargo shall be required to comply, either personally or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crews or cargo, in particular the formalities relating to entry, clearance, immigration, passport, customs and health.

*Article 5*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party, however, reserves the right to refuse to recognize, for the purpose of flights over its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party.

*Article 6*

1. Aircraft operated on international services by the designated airline of one Contracting Party and their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages, tobacco and items intended for in-flight sale to passengers in limited amounts) shall be exempt from all customs duties, inspection fees and other duties and charges, on entry into the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft until re-exported.

2. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft in the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party and intended solely for the use, maintenance and repair of the aircraft operated by that airline on the agreed services, shall be accorded treatment not less favourable than that accorded to the airline of the most-favoured nation in

respect of customs duties, inspection fees and other national duties and charges.

3. Fuel, lubricants and special products as well as spare parts and aircraft stores may be stored in the airports served by each of the designated airlines for the purpose of ensuring the operation of the agreed services.

4. Goods exempted on the conditions specified above may be unloaded only with the approval of the customs authorities of the other Contracting Party. If such goods cannot be used or consumed, they must be re-exported within the prescribed time-limits. Pending re-exportation, they shall be placed under the supervision of the above-mentioned authorities if the latter so require, while remaining at the disposal of the designated airline.

#### *Article 7*

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services.

2. In operating the agreed services, the designated airline of one Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services operated by the latter on all or part of the same routes.

3. The agreed services operated on the routes specified in the annex to this Agreement shall have as their primary objective the provision of transport capacity adequate to meet the anticipated requirements of traffic from or to the territory of the Contracting Party which has designated the airline. The right of that airline to carry traffic between points in the territory of the other Contracting Party on a route specified in the annex to this Agreement and points in the territory of third countries shall be exercised with a view to the orderly development of international air traffic in such a manner that capacity shall be related to:

- (a) The requirements of traffic to and from the territory of the Contracting Party which has designated the airline;
- (b) The traffic requirements of the areas through which the airline passes, taking into account local and regional services;
- (c) The requirements of economic operation.

### *Article 8*

1. The designated airlines of either Contracting Party shall, not less than thirty (30) days before the inauguration of services on the routes specified in the annex to this Agreement, notify the aeronautical authorities of the other Contracting Party of the type of service planned, the type of aircraft to be used, time-tables and any subsequent changes.

2. Trade and technical agreements relating to the operation of the agreed services by the designated airlines shall, in accordance with the prevailing laws and regulations of each Contracting Party, be submitted for approval to its aeronautical authorities.

3. The aeronautical authorities of either Contracting Party shall, upon request, supply to the aeronautical authorities of the other Contracting Party such periodic or other statistical data concerning the designated airlines as may reasonably be requested for the purpose of verifying the transport capacity provided by a designated airline of the first Contracting Party on the routes specified in the annex to this Agreement. Where possible, such data shall include all information required to determine the volume and the origin and destination of the traffic.

### *Article 9*

1. Each Contracting Party shall, in its own territory, afford the designated airline or airlines of the other Contracting Party the use of airports and such facilities as it possesses in respect of radio and meteorological services and flight safety installations which are provided for the use of international civil air transport.

2. The authorities and other organs of either Contracting Party shall not impose charges and dues on the designated airline or airlines of the other Contracting Party for the use of airports and air navigation facilities except as provided in tariffs which have been established, published and generally applied by the competent authorities.

### *Article 10*

1. The tariffs to be charged for carriage of passengers and cargo on the routes specified in the annex to this Agreement shall be established with due regard to all factors, including cost of operation, reasonable profit, the special conditions obtaining on particular routes, and the tariffs charged by other airlines operating on all or part of the same route. Tariffs shall be established in accordance with the procedure laid down in the following paragraphs:

2. Where possible, tariffs shall be established for each route by agreement between the designated airlines concerned. The designated airlines shall take into account the recommended rate-fixing machinery of the International Air Transport Association or shall reach direct agreement on such tariffs between themselves, if possible after consultation with the airlines of third States operating on all or part of the same route.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of each Contracting Party at least forty-five (45) 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 fail to reach agreement in accordance with the provisions of paragraph 2, or if one Contracting Party declares that it is unable to agree to the tariffs submitted to it for approval in accordance with paragraph 3, the aeronautical authorities of the two Contracting Parties shall establish the said tariffs by agreement between themselves in respect of the routes or parts of routes on which no agreement has been reached.

5. If the aeronautical authorities of the two Contracting Parties fail to reach agreement in accordance with the provisions of paragraph 4, then article 16 of this Agreement shall apply. Until such time as the matter is resolved, the Contracting Party which has refused to agree to a tariff shall be entitled to require the other Contracting Party to maintain the tariff previously in force.

#### *Article 11*

1. Any excess of receipts over expenditures obtained in the territory of one Contracting Party by the designated airline of the other Contracting Party shall be transferred in accordance with the provisions of the payments agreement in force between the two Contracting Parties. If no such agreement exists or if it is not applicable, payments shall be made in freely convertible United States dollars or in freely convertible pounds sterling; the amounts in question shall be freely transferable and shall be exempt from all taxes and restrictions.

2. Receipts and profits of the designated airlines obtained in the territory of the other Contracting Party shall be exempt from income tax (receipts and profits).

*Article 12*

The designated airline shall be entitled to maintain in the territory of the other Contracting Party such specialized technical and commercial personnel as are necessary for the operation of the agreed services, subject to the laws and regulations in force in that territory.

*Article 13*

Should the two Contracting Parties both accede to a general multilateral air transport convention, the provisions of that convention shall take precedence over those of the present Agreement. Consultations shall be held, in accordance with the provisions of article 15, for the purpose of determining to what extent such a multilateral convention would annul, supersede, modify or complement the present Agreement.

*Article 14*

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time in order to satisfy themselves that the provisions of this Agreement and its annex are being applied and observed in a satisfactory manner.

*Article 15*

1. Either Contracting Party may at any time request consultation between the competent aeronautical authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement.

2. Such consultation shall begin within sixty (60) days from the date of receipt of the request therefor.

3. Subject to the provisions of paragraph 4 of this article, any amendment to or modification of this Agreement must be approved in accordance with the constitutional provisions of the Contracting Parties; they shall take effect following an exchange of diplomatic notes.

4. Amendments to and modifications of the annex to this Agreement shall be established by mutual agreement between the aeronautical authorities of the two Contracting Parties and shall take effect following an exchange of diplomatic notes.



*Article 16*

The Contracting Parties shall endeavour to settle any dispute relating to the interpretation or application of this Agreement or its annex by direct negotiations between the competent aeronautical authorities or, in the event that such negotiations are unsuccessful, through the diplomatic channel.

*Article 17*

1. Where an aircraft of the designated airline of one Contracting Party is in distress, makes a forced landing or is involved in an accident in the territory of the other Contracting Party, the latter shall, depending on the circumstances and to the extent that it is able to do so:

- (a) Undertake a search for the missing aircraft;
- (b) Take all necessary steps to assist the aircraft in distress to land;
- (c) Afford such assistance as may be necessary to the crew and passengers on board the aircraft involved in the incident;
- (d) Ensure the protection of mail, baggage and cargo on board the aircraft involved in the incident and facilitate the forwarding of the mail and cargo to their destination as soon as possible, subject to subparagraph (f) below;
- (e) Safeguard the aircraft and other property of the airline concerned;
- (f) Preserve the evidence for the purposes of the inquiry.

2. The Contracting Party in whose territory the incident has occurred shall immediately notify the aeronautical authorities of the other Contracting Party of the incident and shall forthwith grant access to the scene of the incident to representatives of the airline operating the aircraft concerned and representatives of the aeronautical authorities of the other Contracting Party and shall permit them to provide assistance under the supervision of the authorities of the Contracting Party in whose territory the incident has occurred.

3. In the event of a forced landing or accident involving loss of human life, serious injury or substantial damage either to the aircraft or on the ground, or indicating serious technical defects in the aircraft or air navigation facilities, the Contracting Party in whose territory the accident has occurred shall immediately institute an inquiry into the circumstances of the accident and shall at the same time invite the aeronautical authorities of the other

Contracting Party to appoint representatives to attend the inquiry as observers. At the request of either Contracting Party, representatives of the manufacturer of the aircraft involved in the accident shall also be invited to attend the inquiry, in an advisory capacity. The Contracting Party conducting the inquiry shall transmit the report and findings regarding the accident and a copy of all documents relating thereto to the other Contracting Party.

### *Article 18*

1. All aircraft of the designated airline or airlines of one Contracting Party arriving in the territory of the other Contracting Party shall bear their appropriate nationality and registration marks and shall carry the following documents:

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Appropriate licences or certificates of competency for each member of the crew;
- (d) Log book or equivalent document;
- (e) The aircraft's radio licences;
- (f) The required documents testifying to the sanitary conditions on board the aircraft, and indicating the names of the passengers together with their places of embarkation and destination, and the nature and amount of cargo.

2. The Contracting Parties shall accept and recognize as valid certificates of airworthiness and licences or certificates of competency issued or rendered valid by the other Contracting Party.

3. Each Contracting Party, however, reserves the right to refuse to recognize as valid licences or certificates of competency issued to its own nationals by the other Contracting Party.

### *Article 19*

The annex to this Agreement forms an integral part thereof, and all references to the Agreement shall be deemed to refer to its annex, except where otherwise expressly provided.

*Article 20*

This Agreement and any modifications thereof shall be registered with the Secretary-General of the United Nations or the International Civil Aviation Organization, taking into account the obligations of both Contracting Parties.

*Article 21*

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement. The agreement shall terminate one year after the date of receipt of such notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of that period.

*Article 22*

This Agreement shall be approved in accordance with the respective constitutional provisions of the two Contracting Parties and shall enter into force following the exchange of diplomatic notes giving notice of such approval.

DONE at Beirut, on 17 February 1967, in duplicate in the Arabic, Bulgarian and French languages<sup>1</sup>, the three texts being equally authentic, except in the event of a discrepancy in which case the French text shall be taken as authoritative.

For the Government  
of the Lebanese Republic:

Shavarsh TORIGUIAN

[SEAL]

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

Lazar BELOUHOV

[SEAL]

<sup>1</sup> According to information supplied by the Bulgarian Government, the authentic text of the Agreement has been established in the French language only.

## ANNEX

*Section I*

## LEBANESE ROUTE

The Government of the People's Republic of Bulgaria shall grant the airlines designated by the Government of the Lebanese Republic the necessary permission to operate the following air route:

Beirut – Istanbul or Athens – Sofia – Prague – Warsaw – Copenhagen, in both directions.

*Section II*

## BULGARIAN ROUTE

The Government of the Lebanese Republic shall grant the airlines designated by the People's Republic of Bulgaria the necessary permission to operate the following air route:

Sofia – Istanbul or Athens – Beirut – Teheran – Karachi – Bombay, in both directions.

## NOTES:

1. The designated airlines may, either temporarily or permanently, omit one or more of the stops listed above.
2. The operation of the routes listed in sections I and II of this annex by the designated airlines of the two Contracting Parties shall be strictly confined to the Third and Fourth Freedoms. The Fifth Freedom shall be granted only after prior agreement between the aeronautical authorities of the two Contracting Parties.
3. The frequency of operation of the agreed services by the designated airlines shall be determined by agreement between the aeronautical authorities of the two Contracting Parties.
4. Flight over the territory of one Contracting Party by aircraft of the airlines of the other Contracting Party shall be determined by agreement between the aeronautical authorities of the two Contracting Parties.