

No. 10566

**UNITED ARAB REPUBLIC
and
BULGARIA**

Agreement on shipping. Signed at Alexandria on 24 May 1969

Authentic text: English.

Registered by the United Arab Republic on 30 June 1970.

**RÉPUBLIQUE ARABE UNIE
et
BULGARIE**

Accord de navigation. Signé à Alexandrie le 24 mai 1969

Texte authentique: anglais.

Enregistré par la République arabe unie le 30 juin 1970.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED ARAB REPUBLIC AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA ON SHIPPING

The Government of the United Arab Republic and the Government of the People's Republic of Bulgaria, desirous to consolidate the friendly relations and economic ties and to foster the development of shipping, have decided to conclude the present Agreement, with the following contents:

Article 1

Each Contracting Party will accord the other Contracting Party the most favoured nation treatment in connection with the entry departure and stay of the vessels in the ports, giving them berth and anchorage, loading and unloading, use of lighthouses and other navigation signals (such as buoys, etc.), pilot's services, warehouses and loading discharging facilities, the state repair yards and docks, in securing fuel and lubricants, fresh water and provisions, in the payment of customs, ports and other taxes pertaining to vessels as well as the application of all regulations ruling at the ports including sanitary and quarantine formalities.

The above provisions shall not apply to:

- (a) advantages and facilities accorded or to be accorded by the U.A.R. to member states of the Arab League, as well as by the People's Republic of Bulgaria to member states of Comecon.
- (b) advantages and facilities accorded or to be accorded by either of the two countries to contiguous countries and to advantages and facilities resulting from Custom Union to which either of the two countries is or may become a Party.

Article 2

In the interest of the constant improvement of shipping between the United Arab Republic and the People's Republic of Bulgaria taking into consideration

¹ Came into force on 21 May 1970, the date of the exchange of notes notifying its ratification, in accordance with article 19.

their respective international obligations, laws and regulations, both Contracting Parties will take measures to speed up the handling and to shorten the laytime of the vessels in the ports of both countries.

Article 3

The Government of the United Arab Republic undertakes to supply the vessels of the People's Republic of Bulgaria and the Government of the People's Republic of Bulgaria undertakes to supply the vessels of the United Arab Republic with solid and liquid fuels, lubricants, fresh water and other supplies and provisions for the crews and/or passengers as well as to arrange for the necessary repairs of vessels so that they secure their seaworthiness at prices and on the terms usually existing in the port of both countries respectively.

Article 4

Freight payment for the transportation of cargoes between the two countries, harbour dues connected with the entry, the departure and stay of the vessels at the ports, expenses relative to the clearance of the vessels, towages, stevedoring, fuel, fresh water, ship repairs of all kinds, docking and all other similar expenses shall be paid in accordance with the terms of the trade and payment agreements in force between the two countries.

Article 5

The Agency of the Bulgarian vessels at the ports of the United Arab Republic will be handled by national firms of the U.A.R. to be nominated by the Bulgarian party and agreed with the Egyptian General Organization for Maritime Transport of the U.A.R.

The Agency of the vessels of the U.A.R. at the Bulgarian Ports will be handled by the State Marine Agency, "Inflot".

In the meantime it is agreed that the Bulgarian vessels calling at the Ports of U.A.R. and the Egyptian vessels calling at the ports of Bulgaria will be bound by the terms and conditions of the official minimum tariff of charges issued by the competent authorities. Any charges for services not included in the tariffs referred to, will be payable at the rates prevailing in the ports of each Contracting Country.

Article 6

Each Contracting Party will recognize the nationality of the vessels of the other Contracting Party on the basis of the documents issued by the competent authorities of the other Contracting Party and being on board the vessels.

Each Contracting Party will recognize all the documents concerning the construction of the Vessels, their equipment and crew, the ship's certificates, bills of tonnage and other documents issued or acknowledged by the competent authorities of the other Contracting Party and being on board of vessels provided that the measure certificate and regulations of the Suez Canal Authorities, applicable to all vessels of all flags will be respected and complied with by the two Parties.

Article 7

It is agreed that a regular shipping line will be established between the ports of Bulgaria and ports of the U.A.R.

The Economic Group-Bulgarian Merchant Navy (Ministry of Transport) and the Egyptian General Organization for Maritime Transport of the U.A.R. (Ministry of Transport) entrust the respective national shipping companies to work out and conclude a separate agreement of the transportation of all cargoes moving between the two countries.

Article 8

Each Contracting Party will grant the other Contracting Party for the transportation by the vessels of its country's flag 50% of goods and freight thereof exported from the People's Republic of Bulgaria to the United Arab Republic and from the U.A.R. to the People's Republic of Bulgaria, regardless whether the cargoes are purchased/sold on FOB, CIF or C & F or otherwise.

Should either Party fail to cover the carriages stipulated in the first paragraph of the present article by ships under its flag, it will then offer the uncarried portion of cargo to the other Contracting Party to be carried by the ships under its own flag, and should the latter be unable to undertake such carriage the nontransported cargo will be forwarded by ships of third parties. The Fixture of such ships shall be made by mutual agreement between Bulfracht and Martrans.

Both Parties will book cargo respectively,
On behalf of Bulgaria—through Bulfracht Sofia as Brokers,
On behalf of the U.A.R.—through the United Arab Company for Maritime Transport—Martrans, Cairo.

Both parties will conclude a separate agreement for booking space and distributing cargoes between the national vessels.

Article 9

For the purpose of consulting on measures for the further improvement of sea transportation between the two countries in accordance with the principles determined by the present agreement, the Contracting Parties will establish a Joint Committee. This Committee will meet at least once a year in Sofia and Cairo consecutively or at the request of either Party.

The Committee includes:

The representatives of U.A.R. side:

1. The Egyptian General Organisation for Maritime Transport.
2. The United Arab Maritime Company, Alexandria.
3. The United Arab Company for Maritime Transport (Martrans) Cairo.

The representatives of Bulgarian side:

1. Economic Group—Bulgarian Merchant Marine.
2. The Navigation Maritime Bulgare, Varna.
3. Bulfracht, Sofia.

Article 10

The Ships of either Contracting Party entering a port of the other Contracting Party for the purpose of discharging part of their cargoes brought from abroad, shall be permitted in accordance with the laws and regulations of the country, to keep on board the remaining part of the cargo destined to another port either in the same country or another country.

The dues relative to the ships' calls will be applied in accordance with the existing official in force at the port of call in the two Contracting Parties respectively.

The same procedures and conditions apply for the ships of either Contracting party proceeding from a port of each Contracting country to another one or more ports in the same Contracting Party for the purpose of completing vessels capacities of cargo destined to a foreign country.

Article 11

Any vessel of each Contracting Party which would be compelled by a storm or some kind of an average to seek refuge in a port of the other Party shall have the right to make repairs and to provide herself with all necessary materials.

If any vessel of each Contracting Party is sunk, stranded or damaged within the territorial waters of the other Party, the latter shall give the vessel assistance and protection such as it would give to vessels sailing under its flag.

All fees, taxes, dues, charges etc., relating to such operations shall be applied in accordance with the laws, regulations and tariffs in force in both Contracting Parties respectively, having in regard Article 1 of the present Agreement.

When salvage and/or assistance is rendered, the assisted vessel shall arrange salvage in accordance with the rules of the Convention for salvage and assistance at sea, signed in Brussels at 23 September 1910 and its Amendment according the Protocol signed in Brussels at 27 May 1967.

Article 12

The nationality of the vessel will be certified in accordance with the laws of the country under whose flag the vessel sails, by means of the property act and the documents issued by the competent authorities.

With the exception of the cases of legal sale, the vessels of one Contracting Party cannot be registered by the other Party without a declaration for losing the right of the flag, issued by the authorities of the country in which they belong.

The measurement of capacity of the vessels of the two Contracting Parties shall be calculated, for the purpose of payment of port dues, taxes nomination, or for any other purposes whatsoever, in accordance with the laws, rules and regulations, in force in each Contracting Party respectively.

However, for the payment of Canal dues the regulation in force will apply in this respect.

Article 13

The Masters of the merchant vessels sailing under the flag of the United Arab Republic and the Masters of the merchant vessels sailing under the flag of the People's Republic of Bulgaria whose crew is decreased because of disease or other reasons, may, observing the laws and rules of the immigration authorities of each country, complete the crew with necessary members in the other country in order to continue the voyage, while the hiring shall always take place with the voluntary consent of the hired member of the crew and in accordance with the laws of the country under whose flag the vessel sails.

Article 14

All profits realised from the operation of international Traffic of ships registered in one of the Contracting Parties by organisations, establishments companies constituted under the laws thereof and managed and controlled within that Contracting Party, shall be exempted from any taxes of dues imposed in the territory of the other Contracting Party.

Article 15

The local authorities of either Contracting Party shall not examine the disaccordance arisen at sea or in the Ports between the Administration of the vessel, the master, the Officers and the members of the crew, entered in the crew list, and referring to the personal effects and the salaries of the crew and, in general, concerning the work on board the vessel, sailing under the flag of the other Contracting Party.

This Article does not apply to any action which might conflict with the security laws existing in each Contracting Party.

Article 16

The Contracting Parties shall restrain from every deed of discrimination within the limits of the International Marine Transports as well as from every deed aiming at a restriction of the free participation of the merchant vessels of the other Contracting Party in the marine transport.

Due respect should be given to the laws or which each Contracting Party and to the agreement issued or which shall be issued by either side with other countries.

Article 17

The Shipping organizations of each Contracting Party shall independently manage the exploitation of their ships and bear the responsibility for both financial results and all claims which may arise in the exploitation of their ships.

Article 18

The terms of this Agreement shall not concern military vessels of the Contracting Parties.

Article 19

The present Agreement shall enter in force on the date of exchange of notes notifying its ratification.

This Agreement will remain in force for a period of three years, after which period, it will be automatically renewed year by year unless either of the Contracting Parties terminates it with a three months notice, before the expiring date.

IN WITNESS THEREOF the Plenipotentiaries of the two Parties have signed the present Agreement in Alexandria and this was done on the day of 24th of May 1969, in two original copies, in English Language, one for each Contracting Party.

On behalf of The Government
of the United Arab
Republic:

Eng. A. K. EL BADRY
Chairman of Egonavy

On behalf of The Government
of the People's Republic
of Bulgaria:

G. TANEV
Ambassador Extraordinary and
Plenipotentiary of the People's
Republic of Bulgaria