

**No. 10611**

---

**FINLAND  
and  
BULGARIA**

**Agreement for air services between and beyond their respective territories (with annex). Signed at Helsinki on 19 March 1970**

*Authentic text: English.*

*Registered by Finland on 31 July 1970.*

---

**FINLANDE  
et  
BULGARIE**

**Accord relatif aux transports aériens entre les territoires des deux pays et au-delà (avec annexe). Signé à Helsinki le 19 mars 1970**

*Texte authentique: anglais.*

*Enregistré par la Finlande le 31 juillet 1970.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF FINLAND AND THE GOVERNMENT  
OF THE PEOPLE'S REPUBLIC OF BULGARIA FOR AIR  
SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE  
TERRITORIES

---

The Government of the Republic of Finland and the Government of the People's Republic of Bulgaria;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;<sup>2</sup>

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

*Article 1*

For the purpose of the present Agreement, unless the context otherwise requires:

a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

b) the term "aeronautical authorities" means, in the case of Finland, the Ministry of Communication and, in the case of the People's Republic of Bulgaria, the Ministry of Transport, and any person or body authorized to perform any functions at present exercised by the said Ministry or similar functions;

---

<sup>1</sup> Came into force on 17 June 1970, i.e. ninety (90) days from the date of signature, in accordance with article 16.

<sup>2</sup> United Nations, *Treaty Series*, vol. 15, p. 295; for the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161, vol. 514, p. 209, and p. 21 of this volume.

c) the term “designated airline” means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;

d) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State; and

e) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

### *Article 2*

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Annex to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- a) to fly without landing across the territory of the other Contracting Party;
- b) to make stops in the said territory for non-traffic purposes; and
- c) to make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

### *Article 3*

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisations.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 8 of the present Agreement is in force in respect of that service.

#### *Article 4*

The designated airlines of either Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, as early as possible before the beginning of each traffic period, their complete timetable of the services specifying the frequencies and the type of the aircraft to be used, as well as other similar information relating to the operation of the agreed services. The said authorities shall also be informed of all modifications of the above mentioned data.

#### *Article 5*

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or
- b) in case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party. In such a case the consultation shall begin within a period of twenty (20) days of the date of request made by either Contracting Party for the consultation.

#### *Article 6*

1. Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:

- a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party;
- c) fuel and lubricants destined to supply outbound aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs *a)*, *b)* and *c)* above may be required to be kept under customs supervision or control.

#### *Article 7*

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in

the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

#### *Article 8*

1. The tariffs to be charged by the airlines 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 referred to in paragraph 1 of this Article, together with the rates of agency commission applicable, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least ninety (90) 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 cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this Article, or if during the first thirty (30) days of the ninety (90) days' period referred to in paragraph 3 of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with provisions of Article 13 of the present Agreement.

6. Subject to the provisions of paragraphs 3 and 5 of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

7. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

*Article 9*

The designated airlines of the Contracting Parties are entitled to maintain on the territory of the other Contracting Party its own representation together with technical and commercial staff required for the operation of the agreed services. The aeronautical authorities of both Contracting Parties shall render all possible assistance to the mentioned representation in performing their duties.

*Article 10*

Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by those airlines in its territory in connection with the carriage of passengers, mail and cargo.

*Article 11*

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

*Article 12*

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Modifications so agreed upon shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to the Annex of this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties and shall come into force upon notification through diplomatic channels.

*Article 13*

If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between the aeronautical authorities of the two Contracting Parties. If the said authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

*Article 14*

The present Agreement and its Annex shall be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article 15*

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

*Article 16*

The present Agreement shall come into force ninety (90) days from the date of signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in Helsinki, this nineteenth day of March, 1970 in duplicate in the English language.

For the Government of the Republic of Finland:

Kurt UGGELDAHL

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

A. PENEV

## ANNEX

*Section I*

The designated Bulgarian airline or airlines may operate scheduled air services on the following routes:

Sofia – one or more intermediate points – Helsinki and further points beyond, in both directions, and with right to omit any intermediate points or points beyond on any or all flights.

*Section II*

The designated Finnish airline or airlines may operate scheduled air services on the following routes:

Helsinki – one or more intermediate points – Sofia and further points beyond, in both directions, and with right to omit any intermediate points or points beyond on any or all flights.

*Section III*

The aeronautical authorities of the Contracting Parties shall agree on the specification of the intermediate points and points beyond on the routes specified in the Sections I and II.

---