

No. 10891

**BULGARIA
and
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement concerning air services (with annex). Signed at Sofia
on 7 July 1969**

Authentic texts: Bulgarian and Russian.

Registered by Bulgaria on 23 December 1970.

**BULGARIE
et
UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES**

**Accord relatif aux services aériens (avec annexe). Signé à Sofia
le 7 juillet 1969**

Textes authentiques : bulgare et russe.

Enregistré par la Bulgarie le 23 décembre 1970.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA AND THE
GOVERNMENT OF THE UNION OF SOVIET SOCIALIST
REPUBLICS CONCERNING AIR SERVICES

The Government of the People's Republic of Bulgaria and the Government of the Union of Soviet Socialist Republics, hereinafter referred to as "the Contracting Parties", desiring to promote the further development and reinforcement of co-operation between the two countries in the field of air services,

Have agreed as follows :

Article 1

For the purposes of this Agreement and the Annex thereto :

(a) The word "Agreement" shall mean the Agreement and its Annex, which is an integral part thereof, unless otherwise provided in the Agreement;

(b) The expression "aeronautical authorities" shall mean, in the case of the People's Republic of Bulgaria, the Minister of Transport or any person or body authorized by the Government of the People's Republic of Bulgaria to perform the functions presently exercised by the said Minister, and, in the case of the Union of Soviet Socialist Republics, the Minister of Civil Aviation or any person or body authorized by the Government of the USSR to perform the functions presently exercised by the said Minister,

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

(d) The expression "air service" shall mean any regular or non-regular international air service performed by aircraft for the transport of passengers, baggage, cargo or mail;

(e) The expression "scheduled flight" shall mean a flight made regularly

¹ Came into force on 7 July 1969 by signature, in accordance with article 21.

by a designated airline in accordance with a previously agreed and published schedule;

(f) The expression “non-scheduled flight” shall mean a flight made by an airline on an extra-schedule basis;

(g) The expression “agreed services” shall mean the air services to be operated under the Agreement;

(h) The expression “specified routes” shall mean the routes specified in the Annex to this Agreement, on which the agreed services shall be operated;

(i) The expression “stop for non-traffic purposes” shall mean a landing for any purpose other than the taking up or setting down of passengers, baggage, cargo or mail;

(j) The expression “designated airline” shall mean an airline designated by a Contracting Party to operate the agreed services.

Article 2

Each Contracting Party shall grant to the other Contracting Party the rights specified in the annex to this Agreement and shall designate its airline, to be specified in the annex, for the operation of the agreed services.

Article 3

1. Each Contracting Party reserves the right temporarily to suspend or to revoke the rights specified in the annex to this Agreement in the event that the designated airline fails to fulfil the conditions prescribed in this Agreement.

2. This right shall be exercised only after consultation between the aeronautical authorities of the two Contracting Parties.

Article 4

1. Each Contracting Party shall place at the disposal of the other's designated airline all available technical facilities and services necessary to ensure the safety of flights of aircraft on the agreed services.

2. The flight routes of aircraft on the agreed services shall be established independently by each Contracting Party within its territory, and the points for crossing national boundaries shall be determined by agreement between the Parties.

3. In determining flight routes and assigning alternate aerodromes, the fullest possible attention shall be paid to conditions for the most economical operation of the agreed services.

4. Matters pertaining to ensuring flight safety and to the responsibility of the Contracting Parties in relation to the operation of flights shall be within the competence of the aeronautical authorities of the Contracting Parties.

Article 5

1. Fuel, lubricants, spare parts and other materials and equipment, promotional, informational and other printed material of a commercial or technical nature issued by the designated airlines, as well as motor-vehicle transport, delivered by the designated airline of one Contracting Party in the territory of the other Party exclusively for its own needs, shall be exempt from duties, taxes and other charges within the territory of the latter Party.

2. Aircraft operated on the agreed services and supplies of fuel, lubricants, spare parts, equipment and stores, including beverages, tobacco and souvenirs, on board the aircraft of the designated airline of one Contracting Party, shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other duties or charges when such supplies and materials are used by the aircraft during flight over the said territory, except where they are disposed of in the territory of the other Contracting Party.

Article 6

1. The laws and regulations of one Contracting Party relating to the entry into and exit from its territory of aircraft engaged in international flights or to the operation and navigation of such aircraft while within the limits of its territory shall apply to the aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the arrival in and departure from its territory of passengers, crews, baggage, cargo and mail carried on board aircraft, in particular regulations relating to passports, customs, currency and quarantine formalities, shall apply to the passengers, crews, baggage, cargo and mail of the aircraft of the designated airline of the other Contracting Party during their arrival in and departure from the territory of the first Party.

Article 7

1. Aircraft of the designated airline of one Contracting Party during flights over the territory of the other Contracting Party must have the identification marks of their State established for international flights, certificates of registration, certificates of airworthiness and other aircraft documents required by the aeronautical authorities of the Contracting Parties, as well as aircraft radio station operating licences. Pilots and other members of the crew shall carry the required valid certificates.

2. All documents as specified in paragraph 1 of this article issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

Article 8

1. Each Contracting Party undertakes to provide to aircraft of the other Contracting Party having suffered an accident on its territory the same measures of assistance as it would provide to its own aircraft; to grant access to the scene of the accident, under the supervision of its own authorities, to representatives of the authorities and/or designated airline of the other Contracting Party; and to take any other measures which the circumstances may require.

2. The Contracting Party in whose territory such incident involving an aircraft of the other Contracting Party took place shall without delay notify the other Contracting Party thereof and shall provide all necessary assistance to the affected aircraft of the other Contracting Party and its crew and passengers; it shall also take steps to protect the baggage, cargo and mail of the aircraft and to forward them to their destination as quickly as possible by other means of transportation; it shall safeguard the aircraft wreckage and other traces left at the time of landing, as well as all documentation on board or other documentation connected with the flight. Costs incurred in this connexion shall be borne by the airline in whose interest the action in question is undertaken.

If a forced landing or other incident results in damage to the aircraft or its equipment, in loss of human life or bodily injury, or in material damage on the ground, the aeronautical authorities of the Contracting Party in whose territory the incident took place shall immediately initiate an investigation and shall at the same time invite the aeronautical authorities of the other Contracting Party to appoint observers who may be present at the said investigation. The

Contracting Party conducting the investigation shall as soon as possible make available to the aeronautical authorities of the other Contracting Party an account of the investigation and the findings thereof.

Article 9

Fees and other charges for the use of airports, including their installations, technical and other facilities and services, as well as charges for the use of aeronautical and communications facilities and services shall be levied on the basis of the rates established in the country concerned, due account being taken of any relevant bilateral or multilateral agreements of which the aeronautical authorities or designated airlines of the Contracting Parties are signatories.

Article 10

In the application of this Agreement, all questions relating to the commercial servicing of aircraft on the ground and commercial questions concerning the operation of the agreed services, including the establishment of flight schedules, frequency of flights, types of aircraft and methods of financial accounting, shall be decided directly between the designated airlines of the Contracting Parties.

Article 11

All accounts between the designated airlines of the Contracting Parties shall be settled in accordance with the provisions of the payments agreements in force governing the financial relations between the Contracting Parties.

Article 12

The Contracting Parties shall impose no taxes or restrictions of any kind on amounts accruing to the designated airlines from the operation of the agreed services.

Article 13

1. Tariffs in respect of carriage on the agreed services shall be agreed between the designated airlines of the two Contracting Parties in accordance with existing agreements of which the aeronautical authorities or designated airlines of the Contracting Parties are signatories.

2. The tariffs so agreed shall be submitted to the aeronautical authorities for approval not less than 30 days before the proposed date of their introduction; in special cases this time-limit may be reduced.

3. If the designated airlines fail to reach agreement on the establishment of tariffs, the tariffs shall be agreed between the aeronautical authorities of the Contracting Parties.

Article 14

The volume of air traffic of the designated airlines on the agreed services shall be determined in accordance with the requirements for such traffic between points on the agreed services located in the territories of the Contracting Parties. The designated airlines shall be guided in this matter by the principles of equality and mutual advantage.

Article 15

The designated airlines of each Contracting Party shall be entitled to maintain in the territory of the other Contracting Party a representation with commercial and technical personnel, as required for the volume of the work to be performed. The aeronautical authorities shall provide assistance to the representation in the performance of its functions, and shall assist it in particular to find suitable premises for offices in the city and at the airport.

Article 16

The persons referred to in article 15 of this Agreement and members of the crews of the aircraft of the designated airlines must be nationals of the Contracting Parties, unless the Contracting Parties agree otherwise.

Article 17

The aeronautical authorities of the Contracting Parties shall, as often as necessary but not less than once a year, hold consultations for the purpose of ensuring compliance with the provisions of this Agreement, and shall in particular review the application of the terms of article 14 and other questions relating to the practical application and implementation of the Agreement.

Article 18

If any dispute arises in connexion with the interpretation or application

of any of the provisions of this Agreement, it shall be settled by direct negotiations between the aeronautical authorities or, where such negotiations do not result in agreement, through the diplomatic channel.

Article 19

1. Each Contracting Party may, at any time after the entry into force of this Agreement, propose to the other Contracting Party such amendments to the Agreement as it may deem appropriate. Negotiations between the two Contracting Parties on a proposed amendment shall begin within 60 days after appropriate notification by one of the Contracting Parties and may be held directly between the aeronautical authorities of the two Contracting Parties.

2. Amendments to the Agreement shall take effect as from the date of the exchange of diplomatic notes.

3. Amendments to the annex to this Agreement may be made by agreement between the aeronautical authorities of the Contracting Parties.

Article 20

This Agreement shall, upon its entry into force, replace the Agreement of 5 March 1955 between the Government of the People's Republic of Bulgaria and the Government of the USSR concerning the establishment of scheduled air services between the People's Republic of Bulgaria and the USSR.

Article 21

1. This Agreement is concluded for an indefinite period and shall enter into force on the date of its signature.

2. It shall remain in force for a 12-month period from the date on which notification of denunciation by one of the Contracting Parties is received by the other Contracting Party.

DONE at Sofia on 7 July 1969 in two original copies, each in the Bulgarian and Russian languages, both texts being equally authentic.

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

M. VACHKOV
[SEAL]

For the Government
of the Union of Soviet Socialist
Republics:

A. PUZANOV
[SEAL]

ANNEX

I. The Government of the Union of Soviet Socialist Republics designates for the operation of the agreed services specified in paragraph III of this annex the USSR Ministry of Civil Aviation, which designates for this purpose AEROFLOT.

II. The Government of the People's Republic of Bulgaria designates for the operation of the agreed services specified in paragraph III of this annex the Ministry of Transport, which designates for this purpose the State enterprise "Bulgarian Airlines – BALKAN".

III. Agreed services:

(a) For Soviet aircraft:

1. Moscow – Sofia, in both directions.
2. Points in the USSR – via intermediate stops – three points in the People's Republic of Bulgaria, in both directions.
3. Points in the USSR – via intermediate stops – Sofia – Turkey and/or a point in Europe, in both directions.

(b) For Bulgarian aircraft:

1. Sofia – Moscow, in both directions.
2. Points in the People's Republic of Bulgaria – via intermediate stops – three points in the USSR, in both directions.
3. Points in the People's Republic of Bulgaria – via intermediate stops – Moscow – Finland and/or a point in Europe, in both directions.

IV. The designated airlines shall enjoy the right to take up and set down passengers, baggage, cargo and mail during air traffic operations between points in the territory of the Contracting Parties.

This right shall not cover operations commencing and terminating in the territory of one and the same country (cabotage).

Commercial rights between points in the territory of the Contracting Parties and points in third countries shall be determined as an additional measure between the aeronautical authorities of the two Contracting Parties.

V. The designated airlines, in operating their agreed services, may omit any or all of the intermediate stops, provided that at least one stop is made at a point in the territory of the other Contracting Party, unless otherwise agreed between the aeronautical authorities of the Contracting Parties.

VI. Charter flights and supplementary flights by the designated airlines to and from points in the territory of the other Contracting Party and transit

flights through its territory may be carried out with the authorization of the competent authorities of the said Contracting Party in conformity with its domestic laws.

In the operation of charter or supplementary flights, account shall be taken of the nature of the transport operations and of the priority for air transport operations enjoyed by aircraft on scheduled flights.

Requests relating to all types of non-scheduled flights shall be submitted direct to the aeronautical authorities in good time, if possible five working days before the departure of the aircraft and not later than 24 hours before such departure.