

**No. 11310**

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**SINGAPORE  
and  
BULGARIA**

**Agreement for air services between and beyond their respective territories (with annex). Signed at Singapore on 28 November 1969**

*Authentic text: English.*

*Registered by the International Civil Aviation Organization on 28 August 1971.*

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**SINGAPOUR  
et  
BULGARIE**

**Accord relatif à la création de services aériens entre les territoires des deux pays et au-delà (avec annexe). Signé à Singapour le 28 novembre 1969**

*Texte authentique: anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 28 août 1971.*

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

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The Government of the Republic of Singapore and the Government of the  
People's Republic of Bulgaria,

Being parties to the Convention on International Civil Aviation,<sup>2</sup> and

Desiring to conclude an Agreement 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 Article 90 and 94  
thereof;

(b) the term "aeronautical authorities" means, in the case of the Republic  
of Singapore, the Minister for Communications and any person or body  
authorised to perform any functions at present exercised by the said Minister  
or similar functions; and, in the case of the People's Republic of Bulgaria, the  
Ministry of Transport and any person or body authorised to perform any  
functions at present exercised by the said Ministry or similar functions;

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<sup>1</sup> Came into force on 28 November 1969 by signature, in accordance with article 19.

<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 vol. 740, p. 21.

(c) the term “ designated airline ” means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in such notification;

(d) the term “ change of gauge ” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;

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

(f) 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 air services on the routes specified in the appropriate Schedule of the Annex hereto (hereinafter called “ the agreed services ” and “ the specified routes ”).

(2) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:

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

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on designated 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 the 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 authorisation.

(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 by them in conformity with the provisions of the Convention for the operation of international commercial air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges 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 the Contracting Party designating the airline.

(5) At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article 8 of the present Agreement is in force in respect of that service.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article 4*

(1) The aircraft operating the agreed services as well as fuel, lubricants, spare parts, regular equipment and stores, including the catering supplies on board such aircraft, shall be exempt from import and export duties and other

duties and taxes on arriving at and departing from the territory of the other Contracting Party.

(2) Fuel and lubricants supplies necessary for the operation of the aircraft on the agreed services of the designated airline of either Contracting Party and taken on board in the territory of the other Contracting Party shall be exempt from customs duties and other taxes and charges.

(3) Fuel, lubricants, spare parts, regular equipment and stores, imported and deposited on the territory of one of the Contracting Parties for consumption and use by the aircraft of the designated airline of the other Contracting Party with a view to ensure the performance and safety of the agreed services, shall be exempt from import and export duties and other duties and taxes on arriving at or departing from the territory of the other Contracting Party.

(4) The supplies and objects mentioned in paragraphs 2 and 3 of this Article, while being on the territory of the other Contracting Party, shall be kept under customs supervision.

#### *Article 5*

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

#### *Article 6*

(1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the designated airline or airlines of each Contracting Party shall take into account the interests of the designated airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of

passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operations.

#### *Article 7*

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions:

- (a) that it is justified by reason of economy of operation;
- (b) that the aircraft used on the section more distant from the terminal in the territory of the former Contracting Party are smaller in capacity than those used on the nearer section;
- (c) that the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (d) that there is an adequate volume of through traffic; and
- (e) that the provisions of Article 6 of the present Agreement shall govern all arrangements made with regard to change of gauge.

#### *Article 8*

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service (such as standards of speed and

accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the date-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree on any of these tariffs, or if for some other reasons a tariff cannot be 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.

(4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the dispute shall be settled in accordance with the provisions of Article 12 of the present Agreement.

(5) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provision of Article 12 of the present Agreement.

(6) When tariffs have been established in accordance with the provisions of this Article, these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

#### *Article 9*

Each Contracting Party grants to the designated airlines of the other Contracting Party the right to remit to their respective head offices, in freely convertible currency at the official rate of exchange, all surplus earnings whatever the currency in which they were earned. The procedure for such remittances, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the territory in which the revenue accrued. In case there exist special arrangements concerning settling of payments between the Contracting Parties, such arrangements shall be applied.

*Article 10*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline or airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

*Article 11*

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

*Article 12*

Any dispute relating to the interpretation or application of this Agreement or the Annex hereto shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the said authorities fail to reach an agreement, the dispute shall be settled through the diplomatic channels.

*Article 13*

(1) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognised as valid by the other Contracting Party.

(2) Each Contracting Party reserves its rights, however, not to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

*Article 14*

(1) The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft, engaged in international air navigation, or flights of such aircraft over that territory, shall apply to the designated airline or airlines of the other Contracting Party.



(2) The laws and regulations of one Contracting Party, governing entry into, sojourn in, and departure from its territory of passengers, crew, cargo and mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures, shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline or airlines of the other Contracting Party while they are within the said territory.

(3) Each Contracting Party undertakes not to grant any preferences to its own airlines with regard to the designated airline or airlines of the other Contracting Party in the application of the laws and regulations provided for by the present Article.

(4) The charges and other taxes to be paid for the use of airports, installations and technical equipment on the territory of either Contracting Party shall be levied in accordance with the fares and tariffs officially established by the relevant aeronautical authorities.

(5) The regulations and procedures relating to the performance and the safety of the flights, applied by one Contracting Party to the aircraft of the other Contracting Party, shall conform with those applied to its own aircraft and to international air transportation in general.

#### *Article 15*

Subject to the laws and regulations of each Contracting Party, a designated airline of one Contracting Party will be allowed to maintain on the territory of the other Contracting Party its own representation together with such technical and commercial staff as are essential for the operation of the agreed services. The aeronautical authorities of both Contracting Parties shall render all possible assistance to the above-mentioned representation in the performance of its duties.

#### *Article 16*

(1) If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may request consultation between the aeronautical authorities of both Contracting Parties in relation to the proposed modification. Consultation shall begin within a period of sixty days from the date of the request. When these authorities agree on modifications to this Agreement, the modifications shall come into effect when they have been confirmed by an exchange of notes through the diplomatic channel;

(2) If a general multilateral Convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform with the provisions of that Convention.

#### *Article 17*

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate twelve 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 acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

#### *Article 18*

The present Agreement and any Exchange of Notes in accordance with Article 16 shall be registered with International Civil Aviation Organisation.

#### *Article 19*

The present Agreement shall come into force on the date of signature.

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

DONE at Singapore on the 28th November 1969 in the English language.

For the Government  
of the Republic of Singapore:

WONG KENG SAM  
Acting Permanent Secretary,  
Ministry of Communications

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

Eng. TODOR GENOV  
Deputy Director General  
of Bulgarian Civil Aviation

## ANNEX

## SCHEDULE I

*Routes to be operated by the designated airline or airlines  
of the People's Republic of Bulgaria*

<i>Column 1 Points of departure:</i>	<i>Column 2 Intermediate Points:</i>	<i>Column 3 Point in Singapore:</i>	<i>Column 4 Point beyond:</i>
Points in Bulgaria	Athens Cairo Beirut or Damascus Baghdad Teheran Kuwait Dahran Karachi Bombay or Madras or Delhi Colombo Rangoon Phnom Penh Kuala Lumpur	Singapore	Djakarta

The designated airline or airlines of the People's Republic of Bulgaria may, on any or all flights, omit calling at any of the above points, provided that the agreed services on this route begin at a point in Bulgarian territory.

## SCHEDULE II

*Routes to be operated by the designated airline or airlines  
of Singapore*

<i>Column 1 Point of departure:</i>	<i>Column 2 Intermediate Points:</i>	<i>Column 3 Point in Bulgaria:</i>	<i>Column 4 Point beyond:</i>
Singapore	Kuala Lumpur Bangkok Phnom Penh Rangoon Colombo Bombay or Madras or Delhi Karachi Ankara Kuwait Teheran Baghdad Beirut or Damascus Cairo Athens	Sofia	London

The designated airline or airlines of Singapore may, on any or all flights, omit calling at any of the above points, provided that the agreed services on this route begin at a point in Singapore territory.

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