

No. 11695

**BURMA
and
BULGARIA**

**Air Transport Agreement (with annex). Signed at Sofia on
7 October 1971**

Authentic text: English.

Registered by the International Civil Aviation Organization on 3 April 1972.

**BIRMANIE
et
BULGARIE**

**Accord relatif aux transports aériens (avec annexe). Signé
à Sofia le 7 octobre 1971**

Texte authentique: anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 3 avril 1972.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF BURMA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA

The Government of the Union of Burma 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 1944,² and

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 I

For the purpose of the present Agreement and its Annex, 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 in so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term "aeronautical authorities" means, in the case of the Union of Burma, the Department of Civil Aviation under the Ministry of Transport and Communications or any person or agency authorised to perform the functions exercised at present by the Ministry of Transport and Communications; and in the case of the People's Republic of Bulgaria, the Ministry of Transport or any person or agency (body) authorised to perform the functions exercised at present by the said Ministry;

(c) the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other

¹ Came into force on 7 October 1971 by signature, in accordance with article XVII.

² 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.

Contracting Party, in accordance with Article III of the present Agreement, for the operation of air services on the routes specified in such notification;

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

(e) the term “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;

(f) the term “capacity” in relation to an aircraft shall mean the available pay load of that aircraft available on the route or section of a route; and

(g) the term “capacity” in relation to “agreed service” shall mean the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period and route or section of a route.

Article II

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 Annex hereto which shall form part of this Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively.

2. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating the agreed services on the specified routes 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 purposes; and
- (c) to make stops in the said territory at the points specified for that route in the Annex hereto, 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 the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article III

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline 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 designated the appropriate operating authorisation.

3. The aeronautical authorities of one Contracting Party may require the 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.

4. (a) Each Contracting Party shall have the rights to refuse to accept the designation of the airline or to revoke the operating authorisation or to suspend the exercise of the rights specified in Article II of this 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:

- (i) 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 the nationals of such Contracting Party, or
- (ii) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (iii) in case the airline otherwise fails to comply with the provisions of this Agreement.

(b) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 4 (a) 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 case consultations shall commence within a period of sixty days from the date of request made by either Contracting Party for consultations.

(c) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article XIV shall not be prejudiced.

5. At any time after the provisions of paragraphs 1 and 2 of this Article have been complied with, the 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 V of the present Agreement is in force in respect of that service.

Article IV

1. There shall be fair and equal opportunity for the 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 airline of each Contracting Party shall take into account the interest of the 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 airline 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 had designated the airline. Provision for the carriage of passengers, cargo and mail both taken on 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 between the country of origin and the country of destination;
- (b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airline of the States comprising the area; and
- (c) the requirements and the economics of through airline operation.

4. The capacity to be provided at the outset shall be agreed between both Contracting Parties before the agreed services are inaugurated thereafter any changes in capacity to be provided shall be discussed and agreed between the aeronautical authorities of both Contracting Parties.

Article V

1. The tariffs on any of the agreed services 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 or whole 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 be agreed in respect of each of the specified routes between the designated airlines concerned, who will take into consideration the tariffs of other airlines operating over the whole or part of the route or similar routes. 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 upon any of these tariffs, or if for some other reason 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 upon 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 XIV of the present Agreement.

5. No tariff shall come into force if the aeronautical authorities of either Contracting Party is dissatisfied with it except under the provisions of Article XIV 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 VI

Each Contracting Party undertakes to ensure the transfer of the revenues realised in its territory by means of the transport of passengers, baggage, cargo and mail by the designated airline of the other Contracting Party into its country of origin, after deduction of local expenses, subject to whatever foreign exchange regulations that may be in force from time to time in its territory.

Article VII

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts,

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 charges or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft and are re-exported.

2. Supplies of fuels, lubricants, spare parts, regular equipment, aircraft stores and advertising materials introduced into the territory of the Contracting Party by or on behalf of a designated airline of the other Contracting Party, or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services, shall be subject to national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party in which they are taken on board.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party. In such case these materials shall be exempt from all customs duties, inspection fees and other charges or taxes, but shall be placed under the supervision of the customs authorities of that Contracting Party up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The charges and other taxes for use of airports including its installations, technical and other facilities and services, as well as the use of aeronavigation and communication facilities and services shall be made in accordance with the rates and tariffs established by the Contracting Party concerned.

Article VIII

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from or while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crews and

cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be applicable to such passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

3. Passengers in direct transit across the territory of the Contracting Parties shall be subject to a simplified control. Baggage and cargo shall be exempt from customs duties, inspection fees and similar charges when the transit is direct.

Article IX

1. 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 in the interest of the performance of the agreed services. The representatives and their assistants shall be nationals of the Contracting Party concerned.

2. Members of the crew of aircraft of the airline designated by the Contracting Parties shall be nationals of the Contracting Party concerned or nationals of any other State to be agreed by both Contracting Parties.

Article X

The aeronautical authorities of each Contracting Party shall cause its designated airline to supply to the aeronautical authorities of the other Contracting Party at their request:

- (a) such traffic statistics as may be appropriate for the purpose of reviewing the frequency and capacity of the agreed services; and
- (b) such periodic statements as may be reasonably required, relating to the traffic carried by its designated airline on services to, from or through the territories of that other Contracting Party, including information concerning the origin and destination of such traffic.

Article XI

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

2. Requests for consultation between the aeronautical authorities may

be made at any time by either Contracting Party and consultation shall begin within a period of sixty days from the receipt by one of the Contracting Parties of a request from the other Contracting Party stating the subject or subjects on which consultation is desired.

Article XII

Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending the present Agreement. Such consultation shall begin within a period of sixty days from the date of receipt of such request. If the amendment relates only to the Annex, the consultation shall be between the aeronautical authorities of both Contracting Parties. When these authorities agree on a new or revised Annex, the agreed amendments on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Article XIII

In the event of the conclusion of any general multilateral convention concerning air transport by which the two Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article XIV

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

Article XV

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event of such notice being given, the present Agreement shall terminate six months after the date of receipt of the notice to terminate by the other Contracting Party, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If

the other Contracting Party fails to acknowledge receipt, the notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article XVI

The present Agreement and its Annex shall be registered with the International Civil Aviation Organization.

Article XVII

The present Agreement and its Annex shall enter into force on the date of signature.

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

DONE in duplicate at Sofia this day of 7th October 1971, in the English language.

For the Government
of the Union of Burma :

U THEIN DOKE
Ambassador Extraordinary
and Plenipotentiary
for the Union of Burma

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

LALJU KJUTCHUKOV
Deputy Minister of Transport

ANNEX

Conditions to be observed and the routes to be operated by the designated airline of the Union of Burma and by the designated airline of the People's Republic of Bulgaria :

SCHEDULE I

The Government of the Union of Burma designates the Union of Burma Airways to operate the agreed services on the following specified routes:

<i>Points in the Union of Burma</i>	<i>Intermediate Point</i>	<i>Points in the People's Republic of Bulgaria</i>	<i>Points Beyond</i>
1. Rangoon	Colombo, A Point in India, Karachi, Kabul, Teheran, Baghdad, Istanbul.	Sofia	Belgrade, Vienna, Prague, Frankfurt, Amsterdam, London.
2. Rangoon	Colombo, A point in India, Karachi, Kabul, Teheran, Baghdad, Istanbul.	Sofia	Rome, Zurich, Paris.

Note 1: The designated airline of the Union of Burma shall enjoy the privilege of carrying commercial traffic from Rangoon to Sofia and from Sofia to Rangoon.

Note 2: The designated airline of the Union of Burma shall not enjoy the privilege of carrying commercial traffic from points in the territories of third countries to Sofia and from Sofia to such points.

However, the designated airline of the Union of Burma may be permitted on a temporary basis, the privilege of carrying commercial traffic from certain points in the territories of the third countries to Sofia and from Sofia to such points by the aeronautical authorities of the People's Republic of Bulgaria.

The validity of such permission shall cease automatically from the date the designated airline of the People's Republic of Bulgaria commences operating to and from such points.

Note 3: The designated airline of the Union of Burma may omit stops in one or more points in the third countries and shall have the right to terminate its services in the territory of the People's Republic of Bulgaria.

SCHEDULE II

The Government of the People's Republic of Bulgaria designates the Balkan Bulgarian Airlines to operate the agreed services on the following specified routes:

<i>Points in the People's Republic of Bulgaria</i>	<i>Intermediate Points</i>	<i>Points in the Union of Burma</i>	<i>Points beyond</i>
1. Sofia	Beirut, Baghdad, Kuwait, Teheran, Karachi, A point in India, Colombo.	Rangoon	Bangkok, Kuala Lumpur, Singapore, Djakarta, A point in Australia.
2. Sofia	Beirut, Baghdad, Kuwait, Teheran, Karachi, A point in India, Colombo.	Rangoon	Manila, Hong Kong, Tokyo.

Note 1: The designated airline of the People's Republic of Bulgaria shall enjoy the privilege of carrying commercial traffic from Sofia to Rangoon and from Rangoon to Sofia.

Note 2: The designated airline of the People's Republic of Bulgaria shall not enjoy the privilege of carrying commercial traffic from points in the territories of third countries to Rangoon and from Rangoon to such points.

However, the designated airline of the People's Republic of Bulgaria may be permitted on a temporary basis, the privilege of carrying commercial traffic from certain points in the territories of the third countries to Rangoon and from Rangoon to such points by the aeronautical authorities of the Union of Burma.

The validity of such permission shall cease automatically from the date the designated airline of the Union of Burma commences operating to and from such points.

Note 3: The designated airline of the People's Republic of Bulgaria may omit stops in one or more points in the third countries and shall have the right to terminate its services in the territory of the Union of Burma.