

No. 11512

**BULGARIA
and
LUXEMBOURG**

**Air Transport Agreement (with annex). Signed at Sofia on
8 May 1965**

Authentic texts: Bulgarian and French.

Registered by Bulgaria on 6 January 1972.

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et
LUXEMBOURG**

**Accord relatif aux transports aériens (avec annexe). Signé à
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Enregistré par la Bulgarie le 6 janvier 1972.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE PEOPLE'S
REPUBLIC OF BULGARIA AND THE GRAND DUCHY
OF LUXEMBOURG

The Government of the People's Republic of Bulgaria and the Government of the Grand Duchy of Luxembourg, hereinafter referred to as the "Contracting Parties", desiring to establish air services between the two countries,

Have agreed as follows:

Article 1

For the purposes of this Agreement and the annex thereto:

(a) The term "aeronautical authorities" means, in the case of the People's Republic of Bulgaria, the Ministry of Transport and Communications, and, in the case of the Grand Duchy of Luxembourg, the Ministry of Transport, Civil Aviation, or, in both cases, any individual or agency authorized to perform the functions at present exercised by them.

(b) The term "territory" means the land areas and territorial waters including air space, under the sovereignty of either Contracting Party.

(c) The term "agreed services" means air services operated on the routes specified in the annex to this Agreement.

(d) "Designated airline" means any airline designated by written notification by one of the Contracting Parties to the other Contracting Party to operate the agreed services.

The annex to this Agreement shall be considered an integral part thereof and any reference to the Agreement shall, unless otherwise provided in the text of the Agreement, also be considered as a reference to its annex.

Article 2

1. Each Contracting Party grants the airline designated by the other Contracting Party the following rights:

(a) The right to fly across its territory without landing;

(b) The right to make stops in its territory for non-traffic purposes;

¹ Came into force provisionally on 8 May 1965, the date of signature, and definitively on 12 March 1970, the date of the exchange of the instruments of ratification, which took place at Luxembourg, in accordance with article 15 (1).

(c) The right to make traffic stops in its territory for the purpose of setting down and taking up international traffic in passengers, mail and cargo.

2. On common routes the designated airlines shall take their mutual interests into account in order not to affect unduly their respective services.

Article 3

1. Each Contracting Party has the right to notify the other Contracting Party in writing of one or more airlines designated to operate the agreed services.

2. On receipt of such notification, each Contracting Party shall as soon as possible issue the operating permit subject to the provisions contained in paragraphs 3 and 4 of this article.

3. Before issuing the operating permit, the aeronautical authorities of each 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, regulations and provisions normally and reasonably applied by those authorities for the operation of international air services.

4. Each Contracting Party has the right to withhold the operating permit from the airline designated by the other Contracting Party or to impose such conditions as it may deem necessary for the exercise of the rights referred to in the annex to this Agreement, whenever it is not satisfied that a preponderant part of the capital and effective management of that airline are vested in the Contracting Party which designated the airline or in individuals or bodies corporate having the nationality of that Party.

5. Operation of the agreed services may commence as soon as the designated airline has received the operating permit.

6. Each Contracting Party shall have the right to revoke by written notification to the other Contracting Party its designation of an airline, and to designate another airline in its place.

Article 4

1. Each Contracting Party shall have the right to revoke the operating permit, to suspend the exercise of the rights specified in article 2 and in the annex to this Agreement or to impose such conditions as it may deem appropriate for the exercise of those rights:

(a) If it is not satisfied that the conditions specified in article 3, paragraph 4, have been fulfilled;

(b) In the event that the designated airline fails to comply with the laws and regulations of the Contracting Party which granted it the rights; or

(c) If the designated airline, in operating the agreed services, fails to comply with the provisions of this Agreement.

2. This right shall be exercised only after consultation with the other Contracting Party, unless immediate measures, such as revocation, suspension of the rights or the imposition of conditions, are required in order to prevent further infringements of laws and regulations.

Article 5

1. The tariffs to be applied by the designated airline of one Contracting Party for carriage from or to the territory of the other Contracting Party shall be established at reasonable levels having regard, in particular, to the cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs shall be determined by agreement between the designated airlines. If they cannot agree, the aeronautical authorities of the Contracting Parties shall endeavour to settle the matter between themselves.

3. The tariffs agreed upon by the designated airlines shall be submitted for approval to their aeronautical authorities at least 30 days before the proposed date of their introduction. In exceptional circumstances, this time-limit may be reduced by agreement between the said authorities.

4. The aeronautical authorities of each Contracting Party shall notify the aeronautical authorities of the other Contracting Party of their acceptance or rejection of the proposed tariffs as soon as possible, and where possible, at least 15 days before the proposed date of introduction of the tariffs. Any dispute which may arise in this regard shall be settled in accordance with the provisions of article 13, paragraph 2, of this Agreement.

Article 6

All fees and charges for the use of airports and of airport installations and technical facilities in the territory of each Contracting Party shall be levied in accordance with the rates and tariffs officially established under the laws and regulations of the Contracting Party concerned and equally applicable to all foreign carriers.

Article 7

1. The aircraft of each Contracting Party operating the agreed services, as well as the fuel, lubricating oils, spare parts, regular equipment and stores on board the aircraft shall, on entry into or departure from the territory of the other Contracting Party, be exempt from import and export duties and all

other duties and charges except where this material is transferred to a third party in the territory of the other Contracting Party.

2. Fuel and lubricating oils for use by aircraft of the designated airlines on the agreed services and taken on board in the territory of the other Contracting Party shall be exempt from customs duties and all other duties and charges.

3. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores which are imported into and stored in the territory of one Contracting Party for use or consumption by aircraft of the designated airlines of the other Contracting Party shall, on entry into and departure from that territory be exempt from import and export duties and from all other duties and charges; provided that, except by agreement of the Parties, they shall not be transferred to a third party in that territory.

The spare parts, regular equipment and stores referred to above shall be used in the restricted area of the airport concerned, for the handling of aircraft, passengers and cargo. However, in the case of a forced landing or a landing at a reserve airport, the above-mentioned objects and material shall be transported to the site of the aircraft.

4. The above-mentioned objects shall be subject to customs control while they are in the territory of the other Contracting Party.

Article 8

1. Aircraft employed by the designated airlines for the operation of the agreed services shall bear the nationality and registration marks of their country and shall carry the following documents:

- Certificate of airworthiness;
- Certificate of registration;
- Licence for each member of the crew;
- Journey log-book or any other document in lieu thereof;
- Aircraft radio operating licence;
- Passenger list;
- Cargo and mail manifest;
- Special permit to carry certain types of cargo by air.

2. The aeronautical authorities of either Contracting Party may, after notifying the aeronautical authorities of the other Contracting Party, require that the aircraft operating international services carry other documents in addition to those referred to above.

Article 9

1. Certificates of airworthiness and licences issued or rendered valid by either Contracting Party for the purpose of operating the agreed services shall be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, not to recognize as valid, for the purpose of flights over its territory, certificates of competency and licences granted to its nationals by the other Contracting Party.

Article 10

1. The laws and regulations of each Contracting Party relating to the entry, stay in and departure from its territory of aircraft engaged in international air navigation, or to the operation and movement of such aircraft while within its territory, shall apply to aircraft of the airlines designated by the other Contracting Party. The regulations and procedures relating to the performance and safety of flights applied by one Contracting Party to the aircraft of the designated airlines of the other Contracting Party shall be the same as those applied to its own aircraft and to international air services in general.

2. Passengers and crews of aircraft and consignors of cargo shall be required to comply, either personally or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crews and cargo. The foregoing refers in particular to provisions of regulations dealing with importation, exportation and emigration and with customs, currency and health formalities.

Article 11

Where an aircraft of one Contracting Party is in distress, involved in an accident or a forced landing, sustains damage or suffers a disaster in the territory of the other Contracting Party, the latter shall:

- (a) Give all necessary assistance to the aircraft;
- (b) Immediately notify the other Contracting Party of the accident which has occurred;
- (c) Take immediate action to assist the crew and passengers injured in the accident;
- (d) Ensure the protection of the mail, baggage and cargo on board the aircraft;
- (e) Ensure the preservation of the wreckage and other traces of the accident, as well as the documentation on board and other documentation relating to the flight.

Each Contracting Party shall fulfill the above-mentioned obligations in the same way as it would for its own aircraft.

The Contracting Party in whose territory the accident has occurred shall arrange for an inquiry into the causes and circumstances of the accident. At the request of the other Contracting Party, it shall grant representatives of that Party free access to its territory for the purpose of attending as observers the inquiry into the accident.

The Contracting Party conducting the inquiry shall transmit the findings and a copy of all documentation relating to the accident to the other Contracting Party. The copy shall include all documents and data which are required, in accordance with the laws and regulations, for international flights over the territory of the Contracting Party conducting the inquiry.

Article 12

The designated airlines shall be entitled to maintain in the territory of the other Contracting Party such missions, with technical and commercial personnel, as are necessary for the operation of the agreed services.

The number of persons to be employed for this purpose shall be agreed between the Contracting Parties.

The local aeronautical authorities shall render assistance to the missions in the performance of their functions.

Article 13

1. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall consult together from time to time with a view to ensuring the satisfactory application of the principles set forth in this Agreement.

2. Any dispute relating to the interpretation or application of this Agreement shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the negotiations do not result in an agreement, the dispute shall be settled through the diplomatic channel.

Article 14

1. If either Contracting Party wishes to modify a provision of this Agreement, it may request negotiations with the other Contracting Party for that purpose. Such negotiations, which may be oral or by correspondence, shall begin within sixty days from the date of the request therefor. If the Contracting Parties agree on the modifications to be made in the provisions of this Agreement, such modifications shall take effect after they have been confirmed by an exchange of notes through the diplomatic channel.

2. Modifications of the annex to this Agreement may be negotiated directly between the aeronautical authorities of the Contracting Parties. Modifications agreed to in this manner shall take effect on the date set by the aeronautical authorities.

Article 15

1. This Agreement shall be applied provisionally from the date of its signature and shall enter into force on the date on which the Contracting Parties exchange the instruments of ratification through the diplomatic channel.

2. This Agreement may be denounced by either Contracting Party and shall terminate one year after the date on which notice of such denunciation is received.

IN WITNESS WHEREOF the undersigned plenipotentiaries, having been duly authorized for the purpose by their respective Governments, have signed this Agreement, done in duplicate in the Bulgarian and French languages, both texts being equally authentic.

DONE at Sofia on 8 May 1965.

For the Government
of the People's Republic
of Bulgaria:
[LAZAR BELOUKHOV]

For the Government
of the Grand Duchy
of Luxembourg:
[PIERRE AMER]

ANNEX

TO THE AIR TRANSPORT AGREEMENT BETWEEN THE PEOPLE'S REPUBLIC OF BULGARIA AND THE GRAND DUCHY OF LUXEMBOURG

Article 1

The airline designated by the People's Republic of Bulgaria shall be entitled to operate the following scheduled air services, exercising the rights specified in article 2 of the Agreement:

- A. From Sofia via intermediate points to Luxembourg, in both directions;
- B. From Sofia via intermediate points to Luxembourg and points beyond, in both directions.

Article 2

The airline designated by the Grand Duchy of Luxembourg shall be entitled to operate the following scheduled air services, exercising the rights specified in article 2 of the Agreement:

- A. From Luxembourg via intermediate points to Sofia, in both directions;
- B. From Luxembourg via intermediate points to Sofia and points beyond, in both directions.

Article 3

Any other points in Bulgaria and the corresponding traffic rights shall be established in accordance with the procedure provided for in article 14, paragraph 2, of the Agreement.

Article 4

The transport of mail on the agreed services shall be carried out by the designated airlines of the two Contracting Parties in accordance with the provisions of the Universal Postal Convention¹ which are in force.

Mail shall be given absolute priority over passengers and cargo.

Article 5

Before operating non-scheduled flights, the designated airlines must obtain special permits.

The designated airline of one Contracting Party shall submit its request for such a permit directly to the aeronautical authorities of the other Contracting Party at least two working days before the flight. In exceptional circumstances involving the travel of official personages or the transport of spare parts or technical equipment for the repair of aircraft of the designated airlines which have suffered damage abroad, the above time period shall be reduced to five working hours.

Article 6

Technical and traffic assistance to aircraft of the airline designated by each Contracting Party shall be provided, in the territory of the other Contracting Party by the designated airline of that Party or by such other competent body as may be authorized by the said airline for the purpose.

Sofia, 8 May 1965.

¹ United Nations, *Treaty Series*, vol. 364, p. 3.