

**No. 14409**

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**HUNGARY  
and  
BULGARIA**

**Agreement concerning air services (with annex). Signed at  
Sofia on 29 August 1969**

*Authentic text: Russian.*

*Registered by Hungary on 10 November 1975.*

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**HONGRIE  
et  
BULGARIE**

**Accord relatif aux services aériens (avec annexe). Signé  
à Sofia le 29 août 1969**

*Texte authentique : russe.*

*Enregistré par la Hongrie le 10 novembre 1975.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA CONCERNING AIR SERVICES

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The Government of the Hungarian People's Republic and the Government of the People's Republic of Bulgaria, hereinafter referred to as "the Contracting Parties",

Desiring to contribute to the further development and reinforcement of relations between the two Parties 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 Hungarian People's Republic, the Minister of Transport and Communications or any person or body authorized by the Government of the Hungarian People's Republic to perform the functions currently exercised by the said Minister, and, in the case of the People's Republic of Bulgaria, the Ministry of Transport or any person or body authorized by the Government of the People's Republic of Bulgaria to perform the functions currently exercised by the said Ministry;

(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 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;

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<sup>1</sup> Applied provisionally from 29 August 1969, upon signature, and came into force definitively on 10 February 1970, the date of the exchange of diplomatic notes by which the Contracting Parties informed each other that it had been approved, in accordance with article 19.

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

*Article 2.* 1. Each Contracting Party shall grant to the other Contracting Party, for the operation of the agreed services by the designated airlines, the rights specified in the Annex to this Agreement.

2. Nothing in this Agreement shall be deemed to confer on the airline of one Contracting Party the right to take 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 the latter Contracting Party (*cabotage*).

*Article 3.* 1. Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating agreed services.

2. Upon receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, without undue delay grant to the designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may, before granting an operating authorization to the airline of the other Contracting Party, require the said airline to furnish appropriate proof that:

- (a) It fulfils the conditions prescribed under the laws and regulations which are in fact normally applied by the said authorities to the operation of air services;
- (b) Substantial ownership and effective control of it are vested in the other Contracting Party or in bodies corporate of that Party.

4. Each Contracting Party shall have the right to withhold an operating authorization if it is not satisfied that the airline designated by the other Contracting Party meets the conditions set out in paragraph 3 above.

*Article 4.* 1. Each Contracting Party reserves the right to revoke an operating authorization, to suspend the exercise by the designated airline of the other Contracting Party of the rights specified in article 11 of this Agreement or to impose such conditions as it may deem necessary on the exercise of those rights:

- (a) If it has reason to believe that substantial ownership and effective control of the aforementioned airline are not vested in the Contracting Party designating it or in bodies corporate of that Party;
- (b) If the aforementioned airline does not observe the laws and regulations of the Contracting Party conferring the said rights; or
- (c) If the aforementioned airline in any other way fails to meet its obligations under this Agreement.

2. The right referred to in paragraph 1 above shall be exercised only after one Contracting Party has notified the other Contracting Party of its intention to exercise the said right and if agreement is not reached in negotiations between the aeronautical authorities of the Contracting Parties within a period of forty-five (45) days from the date of receipt of such notification.

*Article 5.* 1. The laws and regulations of one Contracting Party relating to the admission to and departure from its territory of aircraft on international flights, or to the operation and navigation of such aircraft while within its territory, shall apply to the aircraft of the airlines designated by the other Contracting Party and shall be complied with by such aircraft.

2. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crew, baggage, cargo and mail of aircraft, particularly regulations relating to passports, customs, currency and quarantine formalities, shall apply to the passengers, crew, baggage, cargo and mail of aircraft of airlines designated by the other Contracting Party upon their entry into or departure from, or while they are within the territory of the first-mentioned Party.

3. The rules and procedures relating to the execution and servicing of flights which are applied by each Contracting Party to aircraft of the other Contracting Party must be identical with those applied to its own aircraft and to international carriage in general.

*Article 6.* 1. The tariffs to be charged for carriage on scheduled flights of the designated airline of one Contracting Party to or from the territory of the other Contracting Party shall be established at an appropriate level, due regard being had to all relevant factors, including cost of operation, reasonable profit, the characteristics of individual flights (speed and comfort) and the tariff scales drawn up and recommended by the recognized international organization.

2. Tariffs established under paragraph 1 shall be agreed between the airlines operating the services.

3. If the designated airlines fail to reach agreement on the establishment of tariffs, the latter shall be agreed by the aeronautical authorities of the Contracting Parties in accordance with the provisions of article 15 of this Agreement.

4. Tariffs established in accordance with the above provisions shall remain in force until new tariffs, also established in accordance with this article, take effect.

*Article 7.* The designated airlines of the Contracting Parties shall agree on the flight schedules to be used in the operation of the agreed services. Schedules so agreed shall, not less than thirty (30) days before they take effect, be submitted to the aeronautical authorities of the Contracting Parties for approval with regard to flight safety, air traffic and aircraft operation; in exceptional cases, the said period may be reduced by agreement between the aforementioned authorities.

*Article 8.* 1. Aircraft of the designated airline of one Contracting Party must, during flights over the territory of the other Contracting Party, bear the identification marks of their State established for international flights; they shall carry the following documents:

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) The appropriate certificates or licences for each crew member;
- (d) Aircraft log or other document in lieu thereof;
- (e) Aircraft radio licence.

2. All documents specified in paragraph 1 which are issued or recognized as valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

3. Each Contracting Party reserves the right not to recognize as valid certificates and licences issued in respect of its nationals or former nationals by the other Contracting Party.

*Article 9.* 1. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to use airports, radio, meteorological and other equipment, and air traffic control services provided for international civil aviation.

2. The authorities and other agencies of one Contracting Party may levy on the designated airline of the other Contracting Party only such fees and charges for the use of airports, equipment and other air traffic control services as have been established and published by the competent authorities.

*Article 10.* The designated airline of one Contracting Party shall have the right to establish and maintain an office in the territory of the other Contracting Party. The said office may be staffed with appropriate administrative and technical personnel which, however, must consist of nationals of one or the other of the Contracting Parties.

*Article 11.* 1. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to remit to its head office revenue accrued in the territory of the first-mentioned Contracting Party. Such remittances shall be effected in accordance with the foreign exchange regulations of the Contracting Party in whose territory the revenue is accrued.

2. If a special agreement on the settlement of payments is in force between the Contracting Parties, remittances pursuant to paragraph 1 shall be governed by the provisions of such agreement.

3. Revenue of the designated airline of one Contracting Party accrued in the territory of the other Contracting Party shall be exempt from all taxes, charges and dues.

*Article 12.* 1. Aircraft operated in international traffic by the designated airline of one Contracting Party shall be exempt from customs duties, inspection fees and other similar charges on arrival in, on departure from and while within the territory of the other Contracting Party.

2. Fuel, lubricants, spare parts and aircraft supplies and stores (including food, beverages, tobacco, products and small quantities of consumer goods intended for sale to passengers on board the aircraft) shall be exempt from the charges referred to in paragraph 1 above on importation into, on exportation from and while within the territory of one Contracting Party, provided that they are intended for use in or by aircraft of the designated airline of the other Contracting Party.

3. Office equipment, furniture, commercial papers and documents (including air tickets, waybills and exchange orders), and advertising material shall be exempt from the charges referred to in paragraph 1 above on importation into, on exportation from and while within the territory of one Contracting Party, provided that they are intended for use by the designated airline of the other Contracting Party.

4. The Contracting Party granting such exemption shall have the right to require that articles exempt under the preceding paragraphs be kept under appropriate customs supervision. Alienation of such articles in the country in which they are temporarily being kept shall be prohibited without customs authorization.

5. The exemption referred to in paragraphs 1, 2 and 3 shall not extend to articles used by the designated airline of one Contracting Party in the territory of the other Contracting Party for purposes other than those for which they were intended.

*Article 13.* Aircraft operated in international traffic and belonging to the designated airline of one Contracting Party may not under any legal pretext be confiscated or detained in the territory of the other Contracting Party.

*Article 14.* 1. Where an aircraft of the designated airline of one Contracting Party is in distress, makes a forced landing or suffers an accident in the territory of the other Contracting Party, the latter Party shall, as the circumstances require:

- (a) Search for the aircraft if it is missing or lost;
- (b) Take steps to provide assistance where an aircraft which is in distress makes a landing;
- (c) Provide all necessary assistance to the crew and passengers of the aircraft which
- (d) Ensure the protection of mail, baggage and cargo carried on board the aircraft which is in distress and forward them to their destination as quickly as possible;
- (e) Ensure the protection of the aircraft and other property of the designated airline;
- (f) Preserve any evidence for investigation of the incident.

2. The Contracting Party in whose territory the incident took place shall immediately notify the aeronautical authorities of the other Contracting Party and, under the supervision of its own authorities, permit representatives of the said aeronautical authorities and of the designated airline operating the aircraft to visit the scene of the incident referred to in paragraph 1 and provide assistance there.

3. Where a forced landing or other incident results in loss of human life or bodily injury, in damage to the aircraft or its equipment, or in material damage on the ground, or where serious technical defects in the aircraft or in the control of air traffic are reported 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 representatives who may be present at and assist in the said investigation. At the request of either Contracting Party, representatives of the factory which produced the aircraft may be invited to assist in the investigation.

The Contracting Party conducting the investigation shall make available to the aeronautical authorities of the other Contracting Party the report prepared on the incident and the findings of the investigation.

4. Costs incurred in connexion with services provided and other action taken pursuant to this article by one Contracting Party shall be reimbursed to it by the designated airline of the other Contracting Party.

*Article 15.* 1. The aeronautical authorities of the Contracting Parties shall, in a spirit of close co-operation, hold consultations with a view to ensuring the implementation and satisfactory observance of the provisions of this Agreement; the said authorities shall exchange information as required for that purpose.

2. The Contracting Parties may at any time request the holding of negotiations on the interpretation, application and amendment of the Agreement and on any dispute arising in connexion with the Agreement. Such negotiations shall begin within sixty (60) days of the receipt by one Contracting Party through the diplomatic channel of appropriate notification, save where the request is submitted pursuant to article 4, paragraph 2, of the Agreement. In such cases, the time-limit shall be twenty (20) days from the receipt of notification.

3. Where the aeronautical authorities of the Contracting Parties fail to reach agreement on a dispute by means of negotiations held in accordance with paragraph 2 above, the differences shall be resolved through the diplomatic channel.

*Article 16.* 1. Save as provided in paragraph 2 below, amendments of and additions to this Agreement shall enter into force as from the exchange of diplomatic notes.

2. Amendments of and additions to the Annex to this Agreement shall enter into force by agreement between the aeronautical authorities of the Contracting Parties.

3. If both Contracting Parties accede to a general multilateral convention concerning air services, the provisions of such convention shall take precedence over this Agreement, which shall be amended to conform to the convention.

*Article 17.* 1. This Agreement shall remain in force until such time as one Contracting Party notifies the other Contracting Party through the diplomatic channel of its intention to denounce the Agreement. In that event, the Agreement shall cease to have effect upon the expiry of twelve (12) months from the receipt by the other Contracting Party of such notification, save where the denunciation is withdrawn by mutual agreement before the expiry of the aforementioned time-limit.

2. This Agreement shall be registered with the Secretary-General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

*Article 18.* This Agreement shall, upon its entry into force, supersede the Agreement between the Government of the Hungarian People's Republic and the Government of the People's Republic of Bulgaria concerning air services, signed at Budapest on 1 June 1949, and the documents relating thereto.

*Article 19.* This Agreement shall enter into force on a provisional basis as from its signature and definitively as from the date of the exchange of diplomatic notes signifying its approval by the two Contracting Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized for the purpose by their Governments, have signed this Agreement.

DONE at Sofia on 29 August 1969, in duplicate in the Russian language, both texts being equally authentic.

For the Government  
of the Hungarian People's  
Republic:  
[LÁSZLÓ FÖLDVÁRI]

For the Government  
of the People's Republic  
of Bulgaria:  
[NACSO PETKOV SIMEONOV]

## A N N E X

### I

Each Contracting Party shall grant the following rights to the designated airlines of the other Contracting Party:

1. The right to fly without landing across the territory of the first-mentioned Contracting Party;
2. The right to make stops for non-traffic purposes in the territory of the first-mentioned Contracting Party;
3. The right to take up and set down passengers, baggage, cargo and mail during air traffic operations in the agreed services.

## II

1. Agreed services:
  - (a) For the airlines designated by the Government of the People's Republic of Bulgaria:
    - (1) Sofia - via intermediate stops - Budapest in both directions;
    - (2) Sofia - Budapest - Berlin - Copenhagen in both directions.
  - (b) For the airlines designated by the Government of the Hungarian People's Republic:
    - (1) Budapest - via intermediate stops - Sofia in both directions;
    - (2) Budapest - Sofia - Ankara - Teheran in both directions.
2. In operating their agreed services, the designated airlines may omit any or all stops.

## III

The carriage of mail by the designated airlines of the two Contracting Parties shall be effected in accordance with the existing provisions of the Universal Postal Convention. It shall take precedence over the carriage of cargo.

## IV

Charter flights and supplementary flights in the agreed services by the designated airlines to and from points in the territory of the other Contracting Party may be carried out with the authorization of the competent authorities of the said Contracting Party in conformity with its domestic laws.

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