

No. 9957

**BULGARIA
and
CYPRUS**

**Agreement on commercial scheduled air services (with annex).
Signed at Nicosia on 8 May 1965**

Authentic text: English.

Registered by Bulgaria on 20 October 1969.

**BULGARIE
et
CHYPRE**

**Accord relatif aux services aériens commerciaux réguliers
(avec annexe). Signé à Nicosie le 8 mai 1965**

Texte authentique: anglais.

Enregistré par la Bulgarie le 20 octobre 1969.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA AND THE GOVERN-
MENT OF THE REPUBLIC OF CYPRUS ON COM-
MERCIAL SCHEDULED AIR SERVICES

The Government of the People's Republic of Bulgaria and the Government of the Republic of Cyprus hereinafter referred to as the "Contracting Parties", desiring to make arrangements for the purpose of establishing commercial scheduled air services between their two countries, have agreed as follows :

Article 1

1. For the purpose of this Agreement, the following terms shall mean :

(a) "*Aeronautical Authorities*"

i. In the case of the Government of the People's Republic of Bulgaria : The Ministry of Transport and Communications for the time being, or any person or body authorized by the Government of the People's Republic of Bulgaria to perform any functions presently exercised by the said Ministry or similar functions.

ii. In the case of the Government of Republic of Cyprus : The Department of Civil Aviation of the Ministry of Communications and Works, or any person or body authorized by the Government of the Republic of Cyprus to perform any functions presently exercised by the said Department.

(b) "*Territory*"

The land areas, territorial waters adjacent thereto, and the airspace above, under the sovereignty of either Contracting Party.

(c) "*International Air Service*"

Any air service performed by aircraft for the public transport of passengers, mail and cargo and passing through the airspace over the territory of more than one state.

¹ Came into force provisionally on 8 May 1965, the date of signature, and definitively on 30 October 1967, the date when both Contracting Parties had stated that the formalities required by each Contracting Party had been accomplished, in accordance with article 18.

(d) “*Designated Airline*”

The air transport enterprise which either Contracting Party has notified in writing to the other Contracting Party as the airline to operate the agreed air services, and perform the rights granted by the other Contracting Party, in accordance with this Agreement.

(e) “*Specified Routes*”

Air routes specified in the Annex to this Agreement.

(f) “*Agreed Services*”

The air services operated on the specified routes, as prescribed in the Annex to the present Agreement.

2. The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the “Agreement” shall include reference to the Annex, except otherwise expressly provided.

Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in the Annex to the present Agreement for the purpose of establishing scheduled international air services specified in the Annex.

2. The designated airlines shall take into consideration their mutual interests on the common routes operated by them so as not to affect unduly their respective services.

3. There shall be fair and equal opportunity for the designated airlines to operate the agreed services.

Article 3

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

3. The aeronautical authorities of one Contracting Party before granting the authorization referred to in paragraph 2 of this article may require the airline designated by the other Contracting Party to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in the Annex thereto, in any case where the said Contracting

Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in physical or legal persons of this Contracting Party.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in accordance with the provisions of the present Agreement, provided that a tariff established in accordance with the provisions of Article 6 of the present Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to withdraw by written notification to the other Contracting Party the designation of an airline and to designate another airline.

Article 4

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in the Annex to the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) 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 physical or legal persons of such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement and the Annex thereto.

2. Unless immediate revocation, suspension or imposition of conditions is necessary to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. Each Contracting Party shall cause its designated airline to submit for approval to the aeronautical authorities of the other Contracting Party one month prior to the inauguration of services specified in the Annex to the present Agreement the complete timetable, the frequencies and aircraft type to be used as well as any other relevant information concerning the operation of these agreed services. Any subsequent changes shall have to be communicated by the designated airlines to the aeronautical authorities by giving, in principle, the same prior notice.

2. The designated airline of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, on request, any necessary data for the determination of the traffic related to the agreed services.

Article 6

1. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including costs of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall be agreed by the designated airlines concerned of both Contracting Parties. If the designated airlines cannot agree on any of these tariffs, the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves. In determining these tariffs the Aeronautical Authorities of both Contracting Parties shall use the applicable international criteria to this end.

3. The tariffs agreed between the designated airlines shall be submitted by them for approval to their National aeronautical authorities at least thirty days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to agreement by the said authorities.

4. The aeronautical authorities of either Contracting Party shall communicate directly to the aeronautical authorities of the other Contracting Party their approval or any eventual disapproval of the proposed tariffs as much in advance as practicable and, if possible, at least fifteen days before the proposed date of introduction of such tariffs. Any eventual disagreement thereon shall be settled in accordance with the provisions of paragraph 2 of article 14 of the present Agreement.

Article 7

Taxes and other charges for the use of airports, their installations and technical equipment on the territory of one Contracting Party, shall be levied in accordance with the official level of tariffs established by the laws and regulations of this Contracting Party, which are uniformly applied to all foreign operators.

Article 8

1. Aircraft operated on the agreed services as well as fuel and lubricants, spare parts, regular equipment and stores on board such aircraft shall be exempt from import and export duties and other duties and taxes on arriving in and departing from the territory of the other Contracting Party, even when the above