

No. 9965

**BULGARIA
and
IRAQ**

**Agreement on air transport (with annex and related letter).
Signed at Sofia on 15 November 1966**

Authentic text: English.

Registered by Bulgaria on 20 October 1969.

**BULGARIE
et
IRAK**

**Accord relatif aux transports aériens (avec annexe et lettre
connexe). Signé à Sofia le 15 novembre 1966**

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 IRAQ ON AIR TRANSPORT

Further referred to as "Contracting Parties" desirous of developing and strengthening the mutual relations between the two countries in the field of civil aviation have appointed their plenipotentiaries, who agreed upon the following :

Article 1

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

a) "*Aeronautical Authorities*"

In the case of the Government of the People's Republic of Bulgaria :

The Ministry of Transport

In the case of the Government of the Republic of Iraq :

The Directorate General of Civil Aviation

or in both cases any person or body authorized to perform any function presently exercised by the said authorities or similar functions.

b) "*Territory*"

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

c) "*International Air Services*"

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

d) "*Designated Airlines*"

The air transport enterprise designated by each Contracting Party in the Annex to this Agreement to operate the agreed services and perform the rights granted by the other Contracting Party, in accordance with this agreement.

¹ Came into force on 23 December 1967, the date of the exchange of the diplomatic notes stating that the formalities required by the national legislation of the Contracting Parties had been complied with, in accordance with article 18.

e) "*Agreed Services*"

International air transport on the routes specified in the Annex to this 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.

Article 2

1. Each Contracting Party grants the other Contracting Party the following rights on the routes mentioned in the Annex to this Agreement :

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To perform technical stops (for non-commercial purposes);
- (c) To perform stops in the territory of one Contracting Party for the purpose of putting down and taking on passengers, mail and cargo in the territory of the other Contracting Party.
- (d) To perform stops for the purpose of taking on passengers, mail and cargo to another state or putting them down from another state.

2. The right of commercial traffic between points within the territory of one Contracting Party (cabotage) shall be exercised exclusively by the airline of that Contracting Party.

Article 3

1. Each Contracting Party reserves the right to suspend temporarily, to revoke, or to limit the rights specified in Article 2 of this Agreement in any case where it does not have satisfactory evidence that substantial ownership of or actual control over the airline designated by the other Contracting Party are vested in nationals or legal persons of the Contracting Party. The same shall apply in case of non-observance by the designated airline of laws and rules specified in Article 7 or non-fulfilment of the conditions under which rights are granted in accordance with this Agreement.

2. No action shall be taken in pursuance of paragraph 1 of this Article before notice in writing of such proposed action, stating the grounds therefor, is given to the other Contracting Party and consultation between the Aeronautical Authorities of both Contracting Parties has not led to agreement within a period of thirty days after the date upon which the said notice would in the ordinary course of transmission be received by the Contracting Party to whom it is addressed.

Article 4

1. Each Contracting Party shall designate one airline for the purpose of operating the routes agreed upon.

2. Subject to the provisions of this Agreement any of the agreed services may be inaugurated in whole or in part immediately or at a later date at the option of the designated airline of the Contracting Party to whom the rights are granted provided that a written notice of the commencement of the service is given in due time by the designated airline to the Aeronautical Authority of the other Contracting Party.

Article 5

1. The designated airline of each Contracting Party shall submit for approval one month in advance to the Aeronautical Authorities of the other Contracting Party time tables in respect of the agreed services, frequency of flights and type of aircraft and all other relevant information concerning the operation over the agreed services.

2. The tariffs shall be agreed for each service between the designated airlines and shall be reasonable, due regard being paid to all relevant factors such as cost of operation, reasonable profit and tariffs charged by other carriers, as well as characteristics of such agreed service.

3. In case the designated airlines fail to reach an agreement on the said tariffs or on part of them the Aeronautical Authorities of both Contracting Parties shall endeavour to do so.

4. Tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of both Contracting Parties at least thirty days prior to the proposed date of their introduction. This period may be reduced in special cases if the Aeronautical Authorities so agree.

Article 6

1. The traffic capacity supplied by any designated airline to operate the agreed air services shall be established according to the requirement of the commercial movement and shall be allocated by a joint agreement between the designated airlines as far as the matter concerns their joint routes. In any case the matter shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.

2. In the interest of both Contracting Parties their respective Aeronautical Authorities would urge the designated airlines to cooperate closely on all matters related to operations.

Article 7

The laws, rules and regulations of one Contracting Party relating to :

- (a) Entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of each aircraft while

within its territory, shall apply to the aircraft of the designated airline of the other Contracting Party;

- (b) Entry into or departure from its territory of passengers, crew, luggage or cargo of aircraft (such as regulations relating to export, import, passports, health, quarantine and exchange regulations) shall be applicable to the passengers, crew, luggage and cargo of the aircraft of the designated airline of the other Contracting Party.

Article 8

1. To ensure safety of flights on the agreed services each Contracting Party shall grant the aircraft of the other Contracting Party necessary radio, lighting, meteorological and other services required for the operation of such flight and shall also communicate to the other Contracting Party data on such services and information on main and alternate aerodromes where landings may be made and on flight routes within the limits of its territory.

2. The regulations and procedures related to the safety of flights and applied by each Contracting Party to the aircraft of the other Contracting Party shall be the same as those applied to its own aircraft and to the international air services in general.

3. All questions connected with air traffic control shall come under the competency of the Aeronautical Authorities of both Contracting Parties and shall be agreed upon by them, whenever necessary, in written forms.

Article 9

Duties and other fees charged for the use of airports, technical equipment and other facilities of the Contracting Parties are to be fixed according to the tariffs and regulations established by the authorities having competency on the territory of the respective Contracting Party.

Article 10

Subject to the laws and regulations of foreign exchange of both Contracting Parties, each Contracting Party shall have the right to remit the amounts incurred in excess of the expenses collected in the territory of the other Contracting Party in connection with the transportation of passengers, cargo and mail, according to the official convertible rate of currency applied by both Contracting Parties and on a reciprocal basis.

Article 11

1. Fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores introduced into the territory of one Contracting Party, or taken on board