

AGREEMENT BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA AND THE
GOVERNMENT OF ISLAMIC REPUBLIC OF
PAKISTAN RELATING TO AIR SERVICES.

The Government of Bulgaria and the Government of
Pakistan hereinafter described as the Contracting Parties,

Being Parties to the Convention on International
Civil Aviation opened for signature at Chicago on the
seventh day of December 1944, the terms of which Convention
are binding on both Parties,

And desiring to conclude an agreement for the purpose
of establishing air services between their respective
territories and beyond,

Have agreed as follows:

ARTICLE I

For the purpose of this Agreement, unless the context
otherwise requires: -

- i) "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;
- ii) "aeronautical authorities" means, in the case of Bul-
garia the Ministry of Transport and any person or
body authorised to perform any functions presently
exercised by the said Ministry or Board or similar
functions and, in the case of Pakistan the Director
General of Civil Aviation and any person or body

authorized to perform any functions presently exercised by the said Director General or similar functions.

- iii) "territory" in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party;
- iv) "air services", "international air services", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- v) "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article III of this Agreement;
- vi) "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; and
- vii) "capacity" in relation to 'agreed service' means 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 this Agreement for the purpose of establishing and operating schedule international air services on the routes specified in the Annexes thereto.

Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airlines designated by each Contracting Party shall, enjoy, while operating an agreed service on a specified route, the following rights:-

- (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 take up and to put down passengers, cargo and mail at any point on the specified routes subject to the provisions contained in the Annex to the present Agreement.
2. Nothing in paragraph 1 of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking 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 for that Contracting Party.

ARTICLE III

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services on the specified routes. This designation shall be notified in writing by one Contracting Party to the other Contracting Party.
2. On receipt of the notification, the other Contracting Party shall, subject to the provisions of paragraph 3 and 4 of this Article, without delay grant to the airline designated the appropriate operating authorisations.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed by or 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 accept the designation of an airline or to refuse to grant the operating authorisations 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 Article II of the present Agreement, 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 its nationals.

5. When an airline has been so designated and authorized under paragraph 2 of this Article, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article VIII of the present Agreement is in force in respect of that service.

ARTICLE IV

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article II of the present 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:

(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 nationals 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 comply with the provisions of the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE V

1. The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, stay in, departure from, and flight over the territory of the first Contracting Party.
2. The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crew and cargo of aircraft, and in particular regulations regarding passports, customs, currency and medical and quarantine formalities shall be applicable to 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.

ARTICLE VI

1. There shall be fair and equal opportunity for the designated airline of both Contracting Parties to operate the agreed services on the specified routes between their respective territories and beyond.
2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to effect unduly the services which the latter provides on the whole or part of the same route.
3. On any specified route the capacity provided by the designated airline of one Contracting Party together with the capacity provided by the designated airline of the other Contracting Party shall be maintained in reasonable relationship to the requirements of the public for air transport on that route.
4. In the application of the principles stated in the preceding paragraphs of this Article:

6.

(i) the agreed services provided by each designated airline shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated requirements for the carriage of traffic originating in the territory of either Contracting Party and destined for the territory of the other Contracting Party;

(ii) the rights of the designated airline of either Contracting Party to embark and to disembark at points in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principle that such traffic will be of a supplementary character and capacity shall be related to:

(a) the air transport needs between the country of origin and the countries of destination and the air transport needs of the area through which the designated airline passes, after taking account of local and regional air services; and

(b) the economics of through airline operation.

5. The capacity to be provided at the outset shall be agreed between both Contracting Parties before the agreed services are inaugurated. Thereafter, the capacity to be provided shall be discussed from time to time between the aeronautical authorities of the Contracting Parties and any changes in capacity agreed upon shall be confirmed by an Exchange of Notes.

ARTICLE VII

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorisations extended to their respective designated airlines to render service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for service on specified routes, together with amendments, exemption orders and authorised service patterns.
2. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of tariffs, schedules, including any modification thereof, and all other relevant information concerning the operation of the agreed services, including information about the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.
3. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services showing the origin and destination of the traffic.

ARTICLE VIII

1. Fares and rates shall be established at reasonable levels, due regard being paid to all relevant factors, including costs of comparable economical operation, reasonable profit and differences of characteristics of service.
2. The fares and rates to be charged by the designated airline of each Contracting Party in respect of traffic carried under this Agreement to or from the territory of the other

Contracting Party shall be agreed in the first instance between the designated airlines of both Contracting Parties and shall have regard to relevant fares and rates adopted by the International Air Transport Association. Any fares and rates so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties. In the event of disagreement between the airlines and/or the aeronautical authorities, the Contracting Parties themselves shall endeavour to reach agreement and will take all necessary steps to give effect to such agreement.

3. No new or amended fares and rates shall come into effect unless they are approved by the aeronautical authorities of both Contracting Parties in accordance with paragraph 2 of this Article. Pending determination of the fares and rates in accordance with the provisions of this Article the fares and rates already in force shall prevail.

ARTICLE IX

1. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded by the first Contracting Party, in respect of customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable than that granted to its national airlines engaged in the operation of international air services or to the airlines of the most favoured nation.

2. Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores (including food, beverages and tobacco) retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs

duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. Those goods, which are to be re-exported, shall be kept in bond, until re-exportation under customs supervision.

3. The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline of the other Contracting Party for the use of airports and other facilities under its control shall not be higher than would be paid for the use of such airports and facilities by the airlines of the most favoured nation.

ARTICLE X

1. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

2. Either Contracting Party may, at any time, request consultation with the other Contracting Party with a view to initiating any amendments of this Agreement which it may deem desirable. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement agreed to as a result of such consultation shall come into effect when it has been confirmed by an Exchange of Notes. If the amendment relates only to the Annex, consultation shall be between the aeronautical authorities of both Contracting Parties. When these authorities agree on a new or revised Annex, the agreed amendments shall come into force as soon as they have been confirmed by an exchange of diplomatic notes.

ARTICLE XI

Either Contracting Party may, at any time, give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE XII

Any dispute relating to the interpretation or application of this Agreement or the Annex thereof shall be settled by direct negotiations by the aeronautical authorities; if the said authorities fail to reach an agreement, the dispute shall be settled by the Contracting Parties.

ARTICLE XIII

In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

ARTICLE XIV

This Agreement and any Exchange of Notes in accordance with Article X shall be registered with the International Civil Aviation Organization.

ARTICLE XV

1. The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include references to the Annex except where otherwise expressly provided.

2. The Agreement shall be approved according to the constitutional requirements obtaining in the country of each Contracting Party and shall come into force on the day of an Exchange of Notes confirming that these requirements have been fulfilled. The provisions of the present Agreement shall be provisionally applied from the date of signature.

In Witness Whereof the undersigned plenipotentiaries being duly authorised thereto by their respective Governments, have signed this Agreement.

Done this 22nd(twentysecond)day of October, 1969(Nineteen Hundred and Sixtynine) in duplicate at Islamabad in the English language.

FOR THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC
OF BULGARIA

FOR THE GOVERNMENT OF
ISLAMIC REPUBLIC
OF PAKISTAN

DEPUTY MINISTER FOR FOREIGN TRADE

SECRETARY
MINISTRY OF FOREIGN AFFAIRS

APPENDIX 'A'

ANNEX
SCHEDULE I I

Routes to be operated with full traffic rights by the designated airline of Pakistan: -

<u>From</u>	<u>To</u>	<u>Intermediate points</u>	<u>Points beyond</u>
Points in Pakistan	Sofia	Teheran or Baghdad Dahran or Kuwait Beirut or Damascus	Vienna or Prague - Frankfurt or Paris-London- New York or Montreal

The designated airline of Pakistan may, on all or any flights, omit calling at any of the points, provided that the agreed services on these routes begin at a point in Pakistan territory and terminate at a point beyond.

SCHEDULE - II

Routes to be operated with full traffic rights by the designated airline of Bulgaria:-

<u>From</u>	<u>To</u>	<u>Intermediate points</u>	<u>Points beyond</u>
Points in Bulgaria	Karachi	Tehran or Baghdad Dahran or Kuwait Beirut or Damascus	A point in India- Rangoon or Bangkok - Singapore or Jakarta - Sydney.

The designated airline of Bulgaria may, on all or any flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Bulgarian territory and terminate at a point beyond Pakistan.

JOINT DECLARATION
by the Plenipotentiaries of the Contracting Parties

On the occasion of the signing of the Air Services Agreement between the Government of the People's Republic of Bulgaria and the Government of the Islamic Republic of Pakistan which has taken place today, it is the understanding of both the delegations and the Contracting Parties:

- A. That the designated airline of either Contracting Party can start its services at a frequency of not more than two services per week.
- B. That since neither Contracting Party is in a position to start operations immediately, the following action will be required to be taken prior to the commencement of operations as and when the designated airline of either Contracting Party has completed its plan for such operations:-
- (i) The Contracting Party concerned will formally designate the airline as required under Article III of the Agreement;
 - (ii) The points desired along the route to be operated shall be notified to the other Contracting Party at least 2 months in advance;
 - (iii) Fares and rates to be charged along the route shall be determined in accordance with the provisions of Article VIII of the Air Services Agreement.
- C. That the Bulgarian Airlines will be the General Sales Agents for Pakistan International Airlines in Bulgaria and similarly Pakistan International Airlines will be the General Sales Agents for the Bulgarian Airlines in Pakistan. There will, however, be no ban on setting up airline offices in the territory of either Contracting Party, independent airline advertising and selling cargo space directly by the designated airline of the two countries in each other's territory.
- D. That the designated airline of either Contracting Party while operating their scheduled services may with prior notification to the other Contracting Party overfly their territory by any of the scheduled services.
- D. That pending ratification by both Contracting Parties, the provisions of the present Agreement shall become operative with immediate effect.

Islamabad, the 22nd day of October, 1969.

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA.

FOR THE GOVERNMENT OF THE
ISLAMIC REPUBLIC OF PAKISTAN.

Deputy Minister for Foreign Trade. Secretary Ministry of Foreign
Affairs.

