



REPUBLIC OF BULGARIA  
MINISTRY OF TRANSPORT  
AND COMMUNICATIONS

9 V. Levski Str., Sofia 1000, Bulgaria  
tel. +359 2 871 079, 9844 1012  
fax +359 2 988 0230  
tlx 22640 AVINS BG  
AFTN LBSFYAYX, SITA SOFTOYA  
e-mail caa@mt.government.bg

DIRECTORATE GENERAL "CIVIL AVIATION ADMINISTRATION"

**MERITA XHAFAJ**  
**DIRECTOR GENERAL**  
**GENERAL DIRECTORATE OF CIVIL AVIATION**

MINISTRY OF TRANSPORT  
Scanderbec Square  
Tirana, Albania

Министерство на транспорта и съобщенията
Главна дирекция "Гражданска въздухоплавателна администрация"
Регистрационен индекс и дата
45-13-198/15.11.01

14 NOVEMBER 2001

**DEAR COLEAGE,**

The Civil Aviation Administration of the Republic of Bulgaria presents its compliments to the General Directorate of Civil Aviation of the Republic of Albania and has the honor to inform you that all necessary internal procedures for the final signing of the initialed on 6 June 2000 text of the new Air Services Agreement between our two countries have been fulfilled by the Bulgarian side.

Therefore, we have the pleasure to ask about your vision, that the official sign of the new Agreement between the Government of the Republic of Bulgaria and the Government of the Republic of Albania for air services between and beyond their respective territories shall take part during the planned Third session of the joint Bulgarian-Albanian commission for trade and economical co-operation which will be held in Sofia.

After the profound checking of the text of the aforesaid Agreement, some grammar and other small errors which acquire approval from the Albanian side arouse. Aiming to facilitate our work as much as possible, with this letter we send you enclosed the text with the proposed from us corrections (shown with bold) as it will be typed for signing on the official paper.

Looking forward to your favorable reply, please accept the assurance of my highest consideration.

Sincerely yours,

  
**ZAHARI ALEXIEV**

**DIRECTOR GENERAL**  
**CIVIL AVIATION ADMINISTRATION**



**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF ALBANIA  
FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES**

The Government of the Republic of Bulgaria and the Government of the Republic of Albania, hereinafter referred to as the "Contracting Parties";

Reaffirming their adhering to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944;

Confirming their will to contribute to the progress of the international civil aviation;

Resolved to provide a fair and equal opportunity for their designated airlines *to compete* in the provision of safe, adequate and efficient international air transportation;

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

**ARTICLE 1  
DEFINITIONS**

For the purpose of the interpretation and application of this Agreement and its Annex, unless the context otherwise requires:

a) the term "*Convention*" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective or have been ratified by both Contracting Parties;

b) the term "Aeronautical Authorities" means, for the Republic of Bulgaria, the Minister of Transport and Communications, in the person of *Directorate General* "Civil Aviation Administration"; for the Republic of Albania, the Minister of Transport or in either case any person or body authorized to perform any functions at present exercised by the said authorities;

c) the term "designated airline" means an airline which has been designated and authorized in accordance with *Article 3* of this Agreement;

d) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

e) the term "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;

f) the term "agreed services" and "specified routes" mean international air *service pursuant* to Article 2 of this Agreement and the route specified in the Annex to this Agreement respectively;

**g)** the term "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;

**h)** the term "Agreement" means this Agreement, its Annex, drawn up in application thereof, and any amendments to the Agreement or to the Annex;

**i)** the term "tariff" means the price to be charged for the international carriage of passengers, baggage or cargo (excluding mail) and comprises:

- any through tariff or amount to be charged for international carriage, marketed and sold as such, including through tariffs constructed using other tariffs or add-ons for carriage over international sectors or domestic sectors forming part of the international sector;

- the commission to be paid on the sales of tickets for the carriage of passengers and their baggage, or on the corresponding transactions for the carriage of cargo; and

- the conditions that govern the applicability of the tariff or the price for carriage, or the payment of commission;

It also includes:

- any significant benefits provided in association with the carriage;

- any tariff for carriage on a domestic sector which is sold as an adjunct to international carriage, which is not available for purely domestic travel and which is not made available on equal terms to all international carriers and users of their services;

**k)** the term "capacity" *in relation to an aircraft* means the payload of the aircraft, available on the route or section of a route;

**l)** the term "capacity" *in relation to an agreed service* means the capacity of aircraft, used on such service, multiplied by the frequency of the flights, operated by such an aircraft over a given period and route or section of route;

**m)** the term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.

## **ARTICLE 2 GRANT OF RIGHTS**

**1)** Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air service between its territory and the territory of the other Contracting Party on the routes specified in Annex. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. The designated airline of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the right to make stops in the territory of the other Contracting Party at the points, specified in the Annex for the purpose of taking on board and discharging international traffic of passengers, cargo and mail destined for or coming from points in the said territory.

**2)** The provisions in paragraph (1) of this Article shall not be deemed to confer on the airline of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

**3)** In addition to the rights granted in paragraph (1) of this Article, each Contracting Party grants also to the designated airline of the other Contracting Party for international air services:

- a) the right to fly across its territory without landing; and
- b) the right to land in such territory for non-traffic purposes.

4) Each Contracting Party agrees that the civil aircraft of the other Contracting Party, being aircraft not engaged in scheduled international air services, shall enjoy the rights specified *in subparagraphs (a) and (b) of paragraph (3) of Article 2* upon obtaining prior permission from the admitting Contracting Party.

5) The civil aircraft, if engaged in the carriage of passengers, cargo, or mail for remuneration or hire on other than scheduled international air services, shall have the privilege of taking on or discharging passengers, baggage, cargo or mail, subject to the right of either Contracting Party where such embarkation or discharge takes place to impose such regulations, *conditions* or limitations as it may consider *desirable*.

### ARTICLE 3 DESIGNATION AND OPERATING AUTHORIZATION

1) Each Contracting Party shall have the right to designate one airline or *several* airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter or vary such designations. Such designations shall be made in writing and shall be transmitted to the other Contracting Party by diplomatic notes.

a) in case a Contracting Party desires to designate more than one airline, the aeronautical authorities hold consultations in accordance with *Article 18* of this Agreement. A mutual agreement based on the principles set forth in *Article 5* paragraphs (1), (2) and (3) shall be a prerequisite for further multiple designation.

2) On receipt of such a designation made by one Contracting Party according to paragraph (1) above and of an application from the airlines so designated for operating authorization, the aeronautical authorities of the other Contracting Party shall, consistent with the national laws and regulations, grant the appropriate operating authorization, provided:

a) the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals;

b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations, normally applied to the operation of international air services by the Contracting Party considering the application, in conformity with the provisions of the Convention.

c) the designated airline is qualified to fulfill the conditions prescribed under this Agreement.

3) If, pending the issue of the operating authorization, the aeronautical authorities of the Contracting Party, granting the said authorization, are not given any persuasive proof or are not satisfied that the requirements laid down in paragraph (2) of this Article are met by the designated airline of the other Contracting Party, they shall have the right to refuse, delay or limit the issuable operating authorization, to request consultations or to impose such conditions as they deem necessary, as the case may be.

4) When an airline has been designated and authorized in accordance with the terms of this Article, it may begin at any time to operate any agreed service, provided that schedule and tariffs established in accordance with the provisions of **Article 6 and 9** of this Agreement are in effect in respect of that service.

#### **ARTICLE 4 REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION**

1) The Contracting Parties shall have the right to withhold the authorizations referred to in **Article 2** with respect to an airline designated by the other Contracting Party, to limit, revoke or suspend such authorizations or impose conditions:

a) in the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations, normally and reasonably applied by those authorities in conformity with the Convention and its Annexes;

b) in the event of failure by such airline to comply with the laws or regulations of that Contracting Party;

c) *in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals or both;*

d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement;

e) in the event that other Contracting Party, without prior notice in due form, is deviating from or is not maintaining and administering the simplification of formalities, safety and security standards, practice or recommendations, which are established pursuant to the Convention and its Annexes, relating to aeronautical facilities, air crew, aircraft, the operation of the designated airline

2) Unless immediate action is essential to prevent further infringement of laws and regulations referred to above, the rights enumerated in paragraph (1) of this Article shall be exercised only after **consultations** with the aeronautical authorities of the other Contracting Party. Unless otherwise agreed by the Contracting parties such consultation shall begin within a period of sixty 60 days from the date of receipt of the request.

#### **ARTICLE 5 CAPACITY AND PRINCIPLES GOVERNING THE OPERATION OF THE AGREED SERVICES**

1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2) In operating the agreed services the designated airline of one Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the results of the airline's or the airlines' services in all or part of the same routes.

3) The capacity provided by the designated airlines of the Contracting Parties **on the** agreed services shall bear close relationship to the requirements of the public for transportation on the specified routes and each of the designated airlines shall retain as its primary objective the provision at a reasonable load factor of capacity, adequate to the current and reasonably anticipated traffic demands between the territories of the Contracting Parties.

4) The right to embark or disembark on the agreed services of international traffic of passengers, baggage, cargo and mail destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be exercised in accordance with the general principle that capacity should be related to:

a) the traffic requirements between the country of origin and the country of ultimate destination of the traffic;

b) the requirements of through and economic air services; and

c) the traffic requirements of the area through which the agreed service passes, after taking account of local and regional services provided by airlines of the States.

5) Consultations between the Contracting Parties shall be arranged whenever a Party requests that the capacity provided under this Agreement be reviewed to ensure the application of the principles in this Article governing the conduct of the services.

## **ARTICLE 6 TARIFFS**

1) The tariffs to be applied by the designated airline(s) of a 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 interests of users, cost of operation, characteristics of service, commission rates, reasonable profit, tariffs of other airlines and other commercial considerations in the market - place.

2) The tariffs referred to in paragraph (1) of this Article shall, wherever possible, be established by mutual agreement by the designated airlines concerned of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the same route. Such agreement shall, wherever possible, be reached by the use of the tariff co-ordination mechanism of the International Air Transport Association.

3) The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties. Such filing may be required not more than 45 (forty five) days before the proposed date of introduction. In individual cases this maximum period may be reduced by mutual consent between the aeronautical authorities.

4) Approval of tariffs consequent upon the provisions of Paragraphs (2) and (3) above may be given expressly by each of the aeronautical authorities of both Contracting Parties. However, if neither of the aeronautical authorities of the Contracting Parties has given in writing to the other Party notice of disapproval of such tariffs of the airline(s) of the other Party within 30 (thirty) days from the date of submission, the tariffs concerned shall be considered approved. In the event of the period of submission being reduced in accordance with Paragraph (3) above, the Parties may agree that the period within which any disapproval shall be given be reduced accordingly. No tariff shall come into force if either Contracting Party has given notice of disapproval.

5) The aeronautical authorities of either Contracting Party may request consultation regarding any tariff proposed for the agreed services, where the tariff concerned has been subject to a notice of disapproval or cannot be agreed in accordance with paragraph (2) above. Such consultations shall be held not later than 60 (sixty) days after receipt of the request. The Parties shall co-operate in securing additional information necessary for reasoned resolution of the issues.

6) If the aeronautical authorities of the Contracting Parties cannot resolve an issue with respect to the tariffs, as stipulated in Paragraph (5) of this Article, the dispute shall be settled in accordance with the provisions of Article 19 of this Agreement.

7) A tariff established in accordance with the provisions of this Article shall remain in force until the due expire date or until a new tariff has been approved. However a tariff shall not be prolonged for more than 12 (twelve) months after the date on which it have expired.

## **ARTICLE 7 COMMERCIAL ACTIVITIES, TRANSFER OF FUNDS AND REPRESENTATION**

1) Based on the principle of reciprocity and in accordance with the respective applicable national laws and regulations, the designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation in the area of the other Contracting Party, either directly or through agents appointed by the designated airlines. The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase such transportation, in local currency or in any freely convertible other currency.

2) Based on the principle of reciprocity each designated airline shall have the right to convert and remit to its country on demand local revenues, earned by these airlines in connection with the carriage of passengers, cargo and mail, in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

3) Income and profits obtained by the designated airline(s) of one Contracting Party in the territory of the other Contracting Party, derived from the carriage of passengers, cargo and mail, shall be relieved from income tax and any other taxes imposed by that other Contracting Party. The relief provided above shall also apply to participation in pool.

4) If disbursements or profit and income taxation between the Contracting Parties are settled by a special agreement, this special agreement shall apply.

5) The designated airline(s) of one Contracting Party shall be allowed on the basis of reciprocity to maintain in the territory of the other Contracting Party their representations with commercial, operational and technical staff as required in connection with the operation of the agreed services. These staff shall be chosen among nationals of either of both Parties as may be necessary.

6) These staff requirements may, at the airline's discretion, be satisfied by its own personnel or by using the services of other organization, company, airline or airlines operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

7) The representatives and staff shall be subject to the laws and regulations relating to entry, residence and employment of the other Contracting Party, and consistent with such laws and regulations, each Contracting Party shall on the basis of reciprocity grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph (1) of this Article.

8) Nationals of one Contracting Party working for the designated airline(s) of that Contracting Party in the representation office in the territory of the other Contracting Party, on a basis of labor relations, shall be obligatory provided against all insurance cases, for which the State is responsible, by virtue of the legislation of the Contracting Party referred to first in this paragraph.

#### **ARTICLE 8 FAIR COMPETITION**

1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to participate in the international air transportation covered by this Agreement.

2) Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Contracting Party.

#### **ARTICLE 9 TIMETABLE**

1) The frequencies and the schedules for operation of the agreed services shall be established by mutual agreement by the designated airlines and submitted to the aeronautical authorities for approval at least 30 days prior to their entry into force. *In case such an agreement cannot be reached between the designated airlines the matter shall be referred to the aeronautical authorities of the Contracting Parties.*

2) Requests for permission to operate additional flights can be submitted by the designated airline for approval directly to the aeronautical authorities of the other Contracting Party.

#### **ARTICLE 10 EXEMPTION FROM CUSTOMS AND OTHER DUTIES**

1) Each Contracting Party on the basis of reciprocity and to the fullest *extent possible* under the national laws, shall relieve the designated airline(s) of the other Contracting Party from import *restrictions*, customs duties, national excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including drinks, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items (specified in paragraph (2) below) intended for or used solely in connection with the operation or servicing of aircraft in international traffic of the designated airline(s) of such other Contracting Party. The relief provided by this paragraph shall apply to the listed in this paragraph stores, materials, products and equipment, when they are:

a) introduced into the territory of one Contracting Party by or on behalf of the designated airline(s) of the other Contracting Party; or,

b) retained on board aircraft of the designated airline(s) of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or,

c) taken on board aircraft of the designated airline(s) of one Contracting Party in the territory of the other Contracting Party and intended for use in international traffic.



2) The relief and conditions mentioned in paragraph (1) of this Article shall also extend to the following items:

- aircraft repair, maintenance and servicing equipment and component parts;
- passenger handling and cargo-loading equipment and component parts;
- security equipment including component parts;
- instructional material and training aids;
- computer, electronic booking and telecommunication equipment and component parts, in limited quantities, intended for and used solely in the representation office of the designated airline(s);
- airline and operator's documents including printed ticket stock, airway bills, any printed material which bears the insignia of the company and usual publicity material distributed without charge by that designated airline(s).

3) The relief from import restrictions, customs duties, national excise taxes, inspection fees and other national duties and charges shall not extend to charges based on the cost of services provided to the designated airline of a Contracting Party in the territory of the other Contracting Party.

4) The normal board equipment and materials, as well as the supplies and stores, referred to in paragraphs (1) of this Article, retained on board the aircraft of one Contracting Party, operating the agreed services, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision and control of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

5) The *relieves* provided for by this Article shall also be available in situation where the designated airline(s) of one Contracting Party has *entered* into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) and (2) of this Article, provided such other airline or airlines similarly enjoy such relieves from such other Contracting Party.

#### **ARTICLE 11 APPLICABILITY TO NON - SCHEDULED FLIGHTS**

1) The provisions established in Articles: Application of laws and regulations; Recognition of certificates and licenses; Aviation security; "Provision of statistics"; "Exemption from customs and other duties"; "Immigration control" and "Consultations" of this Agreement shall be also applicable to non-scheduled flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.

2) The provisions of paragraph (1) of this Article shall not affect national laws and regulations governing the authorization of non-scheduled operations or the conduct of air carriers or other parties involved in the organization of such operations.

3) There shall be fair and equal opportunity for the air carriers of both Contracting Parties to operate non-scheduled flights between their territories.

4) *In operating* non-scheduled flights, the operators of one of the Contracting Party shall take into consideration the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly *the* airline's or *the* airlines' results derived from the operation of the agreed scheduled air services in all or part of the same routes.

5) The capacity to be provided for on the operation of non-scheduled air services shall, wherever possible, be established by mutual agreement by the operators concerned of both Contracting Parties and such agreement shall be approved by the aeronautical authorities of the Contracting Parties.

## **ARTICLE 12 PROVISION OF STATISTICS**

*The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, upon request, such periodic or other statistical data, which may be duly required for the purpose of reviewing the capacity provided for on the agreed services by the designated airlines of the Contracting Parties.* Such statements shall include all information required to determine the amount of traffic carried by the designated airlines on the agreed services and the origin and destination of such traffic.

## **ARTICLE 13 APPLICATION OF LAWS AND REGULATIONS**

- 1) The laws and regulations and procedures of either Contracting Party relating to admission into or departure from its territory of the aircraft engaged in international air services or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon its entrance into and until and including its departure from the said territory.
- 2) The laws and regulations and procedures of either Contracting Party relating to immigration, passport, or other approved travel documents, entry, clearance, aviation security, customs, passport, currency, sanitary and quarantine shall be complied with to by or on behalf of, crews, passengers, cargo and mail carried *by on* aircraft of the designated airline of the other Contracting Party upon their entrance *into until* and including their departure from the territory of the said Contracting Party.
- 3) Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against the violence and air piracy, as well as the smuggling of narcotic drugs and precursory be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from custom duties and other similar taxes.
- 4) Fees and charges and applied in the territory of Contracting Party on the designated airline(s) of the other Contracting Party to the airline operations of the other Contracting Party shall not be higher than those applied to operations of any other airline engaged in similar operations.
- 5) Neither of the Contracting Parties shall give preference to its own or any other airline or airlines over an airline or airlines engaged in similar international air services of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.
- 6) On the basis of reciprocity visas will not be required for entry, stay and exit of the crews of the aircraft being operated by the designated airlines of the Contracting Parties, provided that they leave on the same following flight on the return route. This refers also to cases where the crew, owing to technical, health or medical reasons remain in the country, and leave on the next following flight on the return route.

#### **ARTICLE 14 IMMIGRATION CONTROL**

- 1) Upon the request of either Contracting Party the other Contracting Party shall permit the designated airlines which exercise air traffic rights in both countries to take measures so as to ensure that only passengers with travel documents required for entry into or transit through the requesting State are carried.
- 2) Either Contracting Party shall accept for examination a person being returned from his point of disembarkation after having been found inadmissible, if this person previously stayed in its territory before embarkation, other than in direct transit. *The Contracting Parties* shall not return such a person to the country where it was earlier found inadmissible.
- 3) This provision is not intended to prevent public authorities from further examining a returned inadmissible person to determine his eventual acceptability in the State or to make arrangements for his transfer, removal or deportation to a State of which this person is a national or where he is otherwise acceptable. Where a person who has been found to be inadmissible has lost or destroyed his travel document, Contracting Parties shall accept instead a document attesting to the circumstances of embarkation and arrival issued by the public authorities of the Contracting Party where the person was found to be inadmissible.

#### **ARTICLE 15 RECOGNITION OF CERTIFICATES AND LICENCES**

- 1) Certificates of airworthiness, certificates of competency and licenses issued *or rendered valid* by one Contracting Party *and still in force* shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided *that the requirements under which such certificates and licenses have been issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention*. A Contracting Party reserves the right, however, of refusing to recognize the validity of the certificates of competency and licenses granted to its own nationals by the other Contracting Party for the purpose of over-flying its own territory.
- 2) A Contracting Party may request consultations in accordance with Article 18 of this Agreement in case the regulations or practices of the other Contracting Party under which such certificates and licenses have been issued or rendered valid differ in any particular respect from the standards established pursuant to the Convention and that difference has been filed with the International Civil Aviation Organization, in accordance with Article 38 of the Convention. Failure to reach a satisfactory agreement concerning flight safety shall constitute grounds for the application of Article 4 of this Agreement.

#### **ARTICLE 16 AVIATION SECURITY**

- 1) The Contracting Parties agree to provide aid to each other as necessary with a view to preventing unlawful seizure of aircraft and other unlawful acts against the safety of aircraft, airports and air navigation facilities and any other threat to aviation security.

2) Each Contracting Party agrees to observe non-discriminatory and generally applicable security provisions required by the other Contracting Party for entry into the territory of the other Contracting Party and to take adequate measures to inspect passengers and their carry-on items. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

3) The Contracting Party shall act in accordance with applicable aviation security provisions established by the International Aviation Organizations Should a Contracting Party depart from such provisions, the other Contracting Party may request consultations with that Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of such a request. Failure to reach a satisfactory agreement could constitute grounds for the application of Article 19 of this Agreement.

4) The Contracting Parties shall act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at Hague on 16 December, 1970, and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September, 1971, insofar as the Contracting Parties are both party of these Convention.

5) When an incident, or threat of an incident, of unlawful seizure of aircraft or other unlawful acts against the safety of aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

#### **ARTICLE 17 SAFETY**

1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to air crew aircraft or their operation adopted by the other Contracting Party. Such Consultations shall take place within 30 days of that request.

2) If following such consultations one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards and that other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of **Article 4** of this Agreement.

3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by the designated airline or other airlines of Contracting Party on services to or from the territory of another Contracting Party may while within the territory of the other Contracting Party be made the subject of the examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this article called "ramp inspection"), provided this does not lead to unreasonable delay.

4) If any ramp inspection or series of ramp inspection gives rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply within the minimum standards established at the time pursuant to the Chicago Convention or,

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at the time pursuant to the Chicago Convention, the Contracting Party carrying out the inspection shall for the purposes of **Article 33** of the Chicago Convention be free to conclude that the requirements under which the certificate or licenses in respect of requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Chicago Convention.

5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline or other airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines the other Contracting Party shall be free to inform that serious concerns of the type referred to in paragraph (4) above arise and draw the conclusions referred in that paragraph.

6) Each Contracting Party reserves the right to suspend or vary the operating authorization of the designed airline or the other airlines of the other Contracting Party immediately in the event the first Contracting Party concludes whether as a result of a ramp inspection a denial of access for a ramp inspection, consultation or otherwise that immediate action is essential to the safety of an airline operation.

7) Any action by one Contracting Party in Accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of the action ceases to exist.

#### **ARTICLE 18 CONSULTATIONS AND AMENDMENTS**

1) In a spirit of close co-operation, the aeronautical authorities of both Contracting Parties shall consult each other periodically with the aim at ensuring the proper implementation of the present Agreement and Annex thereof.

2) Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations which may be held by the aeronautical authorities, either through correspondence or through negotiations, shall begin within a period of 60 (sixty) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Such consultations may be conducted through discussions or by correspondence.

3) Any amendment or modification to the Annex may be agreed directly between the aeronautical authorities of both Contracting Parties and shall come into effect from a mutually determined date by the said authorities.

4) In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, that part of the present Agreement which is in antinomy to that convention, shall be modified so as to conform with the provisions of such convention.

**ARTICLE 19**  
**SETTLEMENT OF DISPUTES**

- 1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation between themselves.
- 2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.
- 3) The Contracting Parties undertake to comply with any decision taken under paragraph (2) of this Article.
- 5) Each Contracting Party shall bear the expenses and remuneration necessary for its arbitrator; the fee for the third arbitrator and the expenses necessary for this one as well as those due to the activity of that arbitration shall be equally shared by the Contracting Parties.

**ARTICLE 20**  
**DENUNCIATION**

- 1) Either Contracting Party may, at any time, give notice in writing to the other Contracting Party of its decision to denounce this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. ***In such case the Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the end of this period.***
- 2) In the absence of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received 14 (fourteen) days after the receipt of the notice by the International Civil Aviation Organization.

**ARTICLE 21**  
**REGISTRATION**

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization and with the Secretariat of United Nations.

**ARTICLE 22**  
**APPLICABILITY OF MULTILATERAL AGREEMENTS**

If a multilateral agreement concerning any matter covered by this Agreement, accepted by both Contracting Parties, enters into force, the relevant provisions of that agreement shall supersede the relevant provisions of the present Agreement

**ARTICLE 23**  
**ENTRY INTO FORCE**

This Agreement has been signed for an indefinite period and shall enter into force on the date of receipt of second of the Diplomatic Notes exchanged by both Contracting Parties confirming that their respective constitutional and/or internal requirements for entry into force of international agreements have been fulfilled.

After entering into force this Agreement terminates the effect of the bilateral Air services Agreement between the Government of the Peoples republic of Albania and the Government of the Socialist Peoples Republic of Albania signed on 13 march, 1990 in Sofia.

**IN WITNESS WHEREOF** the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

**DONE IN DUPLICATE** at ..... , this ..... day of ..... , 200 ... in Bulgarian, Albanian and English languages, all the texts being equally authoritative. In case of any divergence in respect to the interpretation or implementation, the English text shall prevail.

**FOR  
THE GOVERNMENT  
OF THE REPUBLIC OF  
BULGARIA**

**FOR  
THE GOVERNMENT  
OF THE REPUBLIC OF  
ALBANIA**

## **ANNEX**

to the Air Services Agreement between the Republic of Bulgaria and the Republic of Albania

### **ROUTE SCHEDULE**

**1)** The designated airline of the Republic of Bulgaria shall be entitled to operate air services on the routes specified hereunder :

- points in Bulgaria - intermediate points - Tirana
- points beyond - and vice versa.

**2)** The designated airline of the Republic of Albania shall be entitled to operate air services on the routes specified here under:

- points in Albania - intermediate points - Sofia
- points beyond - and vice versa.

#### **NOTES:**

**1)** Any or all of the intermediate points and/or points beyond on the specified routes may, at the discretion of each designated airline, be omitted on any or all of the flights, provided that those flights originate, respectively terminate in the territory of the Contracting Party which has designated the airline.

**2)** The designated airlines of the Contracting Parties shall be allowed to operate flights on the routes mentioned above, without restrictions as to the frequency and aircraft type, in any configuration.

**3)** 5<sup>th</sup> freedom traffic rights, to and from third countries, shall be made available on the agreed services provided that they have been co-ordinated and agreed upon in advance between the designated airlines and approved by the relevant aeronautical authorities.

**4)** All or any of the intermediate points or points beyond may, at airlines' discretion, be omitted on all flights or any of them, provided that the service begins or terminates in the territory of the Contracting Party designating the airline(s).