

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA

AND

THE GOVERNMENT OF THE REPUBLIC OF MALDIVES

FOR AIR SERVICES

BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Bulgaria and the Government of the Republic of Maldives (hereinafter called in this Agreement the "Contracting Parties");

Being Parties to the Convention on International Civil Aviation, opened for signature at Chicago on the seventh of December, 1944;

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

Desiring to establish air services between and beyond their respective territories;

Decided to conclude this Agreement and have agreed as follows:

ARTICLE 1

DEFINITIONS

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

- a) the term "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 the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for both Contracting Parties;
- b) the term "aeronautical authorities" means in the case of the Government of the Republic of Bulgaria, the Ministry of Transport and in the case of the Government of the Republic of Maldives, the Civil Aviation Department of the Ministry of Transport and Communications or in both cases any person or body duly authorized to perform any functions exercised by the said authorities;
- c) the term "designated airline(s)" means the airline(s) which has been designated and authorized in accordance with Article 3 of the present Agreement;
- d) the term "territory" in relation to a State means the land areas, the inland and territorial waters belonging to it and the airspace above under sovereignty of that State;
- e) the terms "air services", "international air service", "airline(s)" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;
- f) the term "capacity" in relation to an aircraft means the payload of the aircraft available on the route or section of a route;

- g) the term "capacity" in relation to a specified air 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 a route;
- h) the term "tariff" means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remunerations and conditions for the carriage of mail;
- i) the term "agreed services" means any air services as defined in subparagraph (e) established by virtue of the rights specified in this Agreement granted by one Contracting Party to the other Contracting Party;
- j) the term "specified routes" means any of the routes specified in the schedule to this Agreement;
- k) the Annex to this Agreement is considered an inseparable part of it and any reference to the Agreement includes the Annex and the amendments except as otherwise provided herein.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating agreed services on specified routes. The airline(s), designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the right to make stops in the said territory at the points, specified in the Annex to it for the purpose of putting down or taking up international traffic of passengers, cargo and mail destined for or coming from points in the territory of the other Contracting Party.
2. The provisions in paragraph (1) of this Article shall not be deemed to confer on the airline(s) 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 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 airline(s) of the other Contracting Party for international air services:
 - a) the right to fly across its territory without landing;
 - b) the right to land in such territory for non-traffic purposes.
4. The flights of the civil aircraft of one Contracting Party overflying or landing in the territory of the other Contracting Party for non-traffic purposes shall be performed only after an advance permission is being granted by the other Contracting Party.

ARTICLE 3**DESIGNATION OF AIRLINES AND OPERATING AUTHORIZATION**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline or several airlines for the purpose of operating the agreed services on the specified routes.
2. Each Contracting Party shall notify in writing to the other Contracting Party the substitution of its designated airline(s) by another designated airline(s).
3. On receipt of such designation, the aeronautical authorities of each Contracting Party shall grant without delay, subject to the provisions of paragraphs (4) and (5) of this Article, to the airline(s) designated by the other Contracting Party the appropriate operating authorization.
4. Each Contracting Party may require the airline(s), designated by the other Contracting Party, to satisfy them 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 in conformity with the provisions of the Convention.
5. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (3) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline(s) of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline(s) are vested in the Contracting Party designating the airline(s) or in its nationals.
6. When an airline(s) has been so designated and authorized, it may begin at any time to operate any agreed service, provided that the tariff and schedule established in accordance with the provisions of Articles 6 and 9 of the present Agreement are in force in respect of that service.

ARTICLE 4**REVOCATION OR SUSPENSION OF RIGHTS**

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by the airline(s) 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 there is reason to doubt that substantial ownership and effective control of that airline(s) are vested in the Contracting Party designating the airline or in its nationals; or
 - b) in case of failure by that airline(s) to comply with the laws or regulations in force in the territory of the Contracting Party granting the rights; or
 - c) in case the airline(s) otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

CAPACITY REGULATIONS

The capacity to be operated on the agreed scheduled air services shall be subject to the following conditions:

1. There shall be fair and equal opportunity for the airline(s) designated by both Contracting Parties to operate the agreed services on the specified routes between their territories.
2. In operating the agreed services, the airline(s) designated by each Contracting Party shall take into account the interests of the airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
3. The agreed services provided by the airline(s) designated by the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision of capacity at a load factor, adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline(s). Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of third countries shall be exercised in conformity with the general principles that capacity shall be adapted to:
 - a) traffic requirements to and from the territory of the Contracting Party which has designated the airline(s);
 - b) traffic requirements of the area through which the service(s) passes, after taking into account of local and regional services provided by airlines of the States comprising the area;
 - c) the requirements of an economical operation of the agreed services.

ARTICLE 6**TIMETABLE**

1. The designated airlines of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, thirty (30) days in advance, the timetable of their intended services, specifying the frequency, type of aircraft configuration and number of seats to be made available to the public.
2. Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.
3. If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain the prior permission of the aeronautical authorities of the Contracting Party concerned.