

بِسْمِ الرَّحْمَنِ الرَّحِيمِ



AGREEMENT
BETWEEN
THE GOVERNMENT OF THE STATE OF QATAR
AND
THE GOVERNMENT OF THE REPUBLIC OF BULGARIA
FOR AIR SERVICES

The Government of the State of Qatar and

The Government of the Republic of Bulgaria

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

desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:



ARTICLE 1

Definitions

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

1. 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 Convention under articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties;
2. the term "Agreement" means this Agreement, the Annex attached thereto and any Protocols or similar documents amending the present Agreement or the Annex.
3. the term "Aeronautical authorities" means: in the case of the Government of the the State of Qatar, the Chairman of the Civil Aviation Authority and any person or body authorized to perform any functions at present exercisable by the said Chairman or similar functions and in the case of the Government of the Republic of Bulgaria, the Minister for Transport and any person or body authorized to perform any functions at present exercisable by the said Minister.
4. the term "Designated airline" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
5. the terms "Air service", "International air service", "Airline" and "Stop for non-traffic purposes", have the meanings respectively assigned to them in Article 96 of the Convention.
6. The term "Capacity" in relation to any aircraft means the payload of the aircraft available on the route or section of a route; and 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 route.
7. The term "Agreed Services" and "specified routes" have the meaning respectively of scheduled international air services and of routes specified in the Annex to this Agreement.
8. The term "Tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding remuneration and conditions for the carriage of mail.
9. The term "User Charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other.

10. The term "Territory" in relation to a state has the meaning assigned to it in Article 2 of the Chicago Convention.
11. For airlines designated by the Republic of Bulgaria, the term "airline" means any air carrier with a valid operating licence granted by a competent licensing authority of an EC Member State in accordance with European Community law.
12. The term "EC Member State" means a State that is a contracting party to the Treaty establishing the European Community;
13. References in this Agreement to nationals of the Republic of Bulgaria shall be understood as referring to nationals of EC Member States.

ARTICLE 2

Applicability of Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

ARTICLE 3
Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:
 - (a) the right to fly across its territory without landing;
 - (b) the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph 1 of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the schedules annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airlines of one Contracting Party, the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

ARTICLE 4

Designation and authorization

1. The aeronautical authorities of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations. Such designations shall be made in writing and shall be transmitted to the other Contracting Party at the addresses set out in the Appendix to this Agreement.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation and technical permission, the aeronautical authorities of the other Contracting Party shall grant the appropriate operating authorisation and technical permission with minimum procedural delay, provided that:
 - (a) in the case of an airline designated by the State of Qatar :
 - (i) it is established in the territory of the State of Qatar and has a valid Air Operator's Certificate (AOC) in accordance with the applicable law of the State of Qatar; and
 - (ii) it is owned, directly or through majority ownership, and it is effectively controlled by the State of Qatar.

 - (b) in the case of an airline designated by the Republic of Bulgaria:
 - (i) it is established in the territory of the Republic of Bulgaria under the Treaty establishing the European Community and has a valid operating licence in accordance with European Community law; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Community Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authorities is clearly identified in the designation.

 - (c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation.

3. When an airline has been so designated and authorised it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorization

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 4 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend, vary or impose conditions on such authorizations, temporarily or permanently, where:
 - (a) in the case of an airline designated by the State of Qatar :
 - (i) it is not established in the territory of the State of Qatar and/or has not a valid Air Operator's Certificate (AOC) in accordance with the applicable law of the State of Qatar; or
 - (ii) it is not owned, directly or through majority ownership, and/or it is not effectively controlled by the State of Qatar
 - (b) in the case of an airline designated by the Republic of Bulgaria:
 - (i) it is not established in the territory of the Republic of Bulgaria under the Treaty establishing the European Community and has not a valid operating licence in accordance with European Community law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Community Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation.
 - (c) the airline is unable to meet other conditions prescribed under the laws and regulations normally applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation;
 - (d) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement;
 - (e) the aeronautical authority of the other Contracting Party fails to comply with the provisions set forth in Article 13 (Aviation Safety) and Article 12 (Aviation Security) of this Agreement.
2. Unless immediate action is essential to prevent infringements of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 13 (Aviation Safety) or Article 12

(Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities of both Contracting Parties in conformity with Article 18 (Consultations) of this Agreement

3. In the case of safety matters as provided for in Article 13 (Aviation Safety), the provisions for notification in paragraph 2 of Article 13 shall be deemed to meet the requirements for consultation in paragraph 2 of this Article.

ARTICLE 6

Exemption from Customs and other Duties

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages, tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. They shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed,
 - (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
 - (b) spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
 - (c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
 - (d) advertising materials and airline documentation having no commercial value used by the designated airlines of one Contracting Party in the territory of the other Contracting Party;
 - (e) the office equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline of the other Contracting Party provided that such equipment is in the disposal of those offices during 3 (three) years from the date of their introduction into that territory and the principle of reciprocity applies.

Materials referred to in sub-paragraphs a, b and c above may be required to be kept under customs supervision or control.

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose

shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, 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 of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
5. Nothing in this Agreement shall prevent Bulgaria from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the State of Qatar that operates between a point in the territory of Bulgaria and another point in the territory of Bulgaria or in the territory of another European Community Member State.

ARTICLE 7

Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the 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 account the interests of the designated airline 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 designated airlines of 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, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:
 - (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
 - (b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
 - (c) the requirements of through airline operation.

ARTICLE 8

Tariffs

1. Designated airline of either Contracting Party shall freely set air fares and rates for carriage between the territories of the Parties or for carriage between the territory of the other Contracting Party and that of a third State. Air fares or rates may remain in effect unless subsequently disallowed under paragraphs 3 or 4 below.
2. The aeronautical authorities of each Contracting Party may at any time require notification of air fares or rates charged by its own designated airline. Neither Contracting Party shall require notification of air fares or rates charged by the designated airline of the other Contracting Party.
3. The aeronautical authorities of each Contracting Party may unilaterally disallow any air fare or rate charged by its own designated airline. However, such intervention shall be limited to:
 - a) the protection of consumers/customers from air fares or rates that are excessive due to the abuse of market power;
 - b) the prevention of air fares or rates whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.
4. Neither Contracting Party shall take unilateral action to prevent the coming into effect of an air fare or rate or the continuation of an air fare or rate of a designated airline of the other Contracting Party. Where either Party believes that such air fare or rate falls within the categories described in paragraph 3 above, such Party shall give notice of dissatisfaction to the other Party and may avail itself of the consultation procedure set out in paragraph 5 below.
5. The aeronautical authorities of each Contracting Party may request consultations regarding any air fare or rate of a designated airline of either Party for services covered by this Agreement, including where the air fare or rate concerned has been subject to a notice of dissatisfaction. Such consultations shall be held not later than 14 (fourteen) days after receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement with respect to an air fare or rate for which notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect.
6. Notwithstanding the provisions of this Article, the tariffs to be charged by the designated airline(s) of the State of Qatar for carriage wholly within the European Community shall be subject to European Community law.

ARTICLE 9

Approval of Time-Tables

The designated airline shall submit for approval to the aeronautical authorities of the other Contracting Party the flight time-table including the type of aircraft to be used as well as the capacity. This should be submitted not later than 30 (thirty) days prior to the inauguration of the scheduled flights. This requirement shall also apply to later amendments. In special cases, if necessary, the mentioned time limit may be reduced after consultation between the mentioned authorities.

ARTICLE 10

Provision of Statistics

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11

Transfer of Earnings

1. Each Contracting Party shall grant to the designated airline of the other Contracting Party, the right of free transfer of the excess receipts over expenditure earned in the territory of the respective Contracting Party. Such transfer shall be effected on the bases of official exchange rates or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payment.
2. If a Contracting Party imposes restrictions on the transfer of excess receipts over expenditure by the designated airline of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline of that Contracting Party.

Article 12

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences 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 the 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 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on 23 February 1988, and the Convention on the Marking of Plastic explosives for the Purpose of Detection, done at Montreal on 1 March 1991, and the provisions of bilateral agreements which will become binding on both Contracting Parties.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party.

Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such an incident or threat thereof.
6. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

Article 13

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 (thirty) 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 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 shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 (fifteen) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an 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 such ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or 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 infer 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 airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of 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 that action ceases to exist.

Article 14

User Charges

Any charge that may be imposed or permitted to be imposed by a Contracting Party for the use of airports and air navigation facilities by the aircraft of the other Contracting Party shall not be higher than those that would be paid by its national aircraft engaged in scheduled international air services.

ARTICLE 15

Aplicability of National Legislation

1. The laws and regulations of a Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that Contracting Party.
2. The laws and regulations of a Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft of the other Contracting Party while within its territory shall be applied.
3. The appropriate authorities of a Contracting Party shall have the right without unreasonable delays, to search aircraft of the other Contracting Party on landing or departure and to inspect the certificate and other documents prescribed by the Convention.

ARTICLE 16

Commercial Activities

Each Contracting Party shall permit the designated airline of the other Contracting Party to bring and maintain in the territory of the other Contracting Party, employees and other responsible personnel for the administration, technical and commercial operations of their air services activities in accordance with the entry, residence and employment rules and regulations of the other Contracting Party.

ARTICLE 17

Ground Handling

Subject to the laws and regulations of each Contracting Party including, in the case of the Republic of Bulgaria, European Community law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

ARTICLE 18

Consultation

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annexed Schedules and shall consult when necessary to provide for modifications thereof.
2. Either Contracting Party may request consultation in writing which shall begin within a period of 60 (sixty) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 19

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party be submitted for decision to a tribunal of three 3 arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of 60 (sixty) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of 60 (sixty) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may, at the request of either Contracting Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceedings. The cost of the President and any other costs shall be borne in equal parts by the Contracting Parties.
4. The Contracting Party shall comply with any decision given under paragraph 2 of this Article.

ARTICLE 20

Amendments

1. If either of the Contracting Parties considers it desirable to modify or amend any provision of this Agreement, such modification or amendments, if agreed between the Contracting Parties after consultation in accordance with Article 18 of this Agreement, shall come into effect in accordance with the provisions of Article 26 of this Agreement.
2. If the amendment relates only to the provisions of the annexed schedules, it shall be agreed upon between the aeronautical authorities of both Contracting Parties.

ARTICLE 21

Registration with the International Civil Aviation Organization

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the State where the signature of the Agreement will take place.

ARTICLE 22

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences 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 services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 18 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

ARTICLE 23

Conformity with Multilateral Conventions

If a general multilateral air transport convention or agreement, comes into force in respect of both Contracting Parties, the present Agreement and its Annexes shall be deemed to be amended accordingly.

ARTICLE 24

Annexes

Annexes to this Agreement shall be deemed to be part of the Agreement and all references to it shall include reference to the Annexes except where otherwise expressly provided.

ARTICLE 25

Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received 14 (fourteen) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 26

Entry into Force

This Agreement shall be approved according to the constitutional requirements in the country of each Contracting Party and shall come into force on the day of an exchange of diplomatic notes by the Contracting Parties.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Sofia the 14 /04/2009 in duplicate, in Arabic, Bulgarian and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.



**For the Government of the
State of Qatar**



**For the Government of the
Republic of Bulgaria**



ANNEX

Route Schedule 1

1. Routes to be operated by the designated airline of the State of Qatar:

From	Intermediate Point	To	Points Beyond
(1)	(2)	(3)	(4)
State of Qatar	Any point	Any point in the Republic of Bulgaria	Any point

2. The designated airline of the Government of the State of Qatar may, on all or any flights, omit calling at any of the points in columns 2 and 4 above, provided that the agreed services on these routes begin at a point in column 1.

Route Schedule 2

1. Routes to be operated by the designated airline of the Republic of Bulgaria:

From	Intermediate Points	To	Beyond Points
(1)	(2)	(3)	(4)
Any point in the Republic of Bulgaria	Any point	State of Qatar	Any point

2. The designated airline of the Government of the Republic of Bulgaria may, on all or any flights, omit calling at any of the points in columns 2 and 4 above, provided that the agreed services on these routes begin at a point in column 1.

APPENDIX

Addresses for Correspondence in connection with this Agreement

Correspondence for the State of Qatar should be addressed to:

**The Chairman
Civil Aviation Authority
P.O.Box 3000
Doha
Qatar**

Fax: +9744552233

Correspondence for Bulgaria should be addressed to:

**The Director General
DG, Civil Aviation Administration
9, Dyakon Ignatii Street
1000 – Sofia
Bulgaria**

Fax: +359 2 980 5337