

No. 11515

**BULGARIA
and
JORDAN**

**Agreement on organizing the road transport of passengers and
goods. Signed at Sofia on 28 May 1970**

Authentic text: English.

Registered by Bulgaria on 6 January 1972.

**BULGARIE
et
JORDANIE**

**Accord sur l'organisation des transports routiers de voyageurs
et de marchandises. Signé à Sofia le 28 mai 1970**

Texte authentique: anglais.

Enregistré par la Bulgarie le 6 janvier 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BULGARIA AND THE HASHE-
MITE KINGDOM OF JORDAN ON ORGANIZING THE
ROAD TRANSPORT OF PASSENGERS AND GOODS

The Government of the People's Republic of Bulgaria and the Government of the Hashemite Kingdom of Jordan, led by the desire to organize and develop the transport of passengers and goods between the two countries by road means of transport, as well as the road transit over their territories, agree on the following:

I. TRANSPORT OF PASSENGERS

Article 1

1. The transportation of passengers between the two Contracting Parties and the transit over their territories by buses and other vehicles registered in the other Contracting Party is carried out without any registrations and special licences, except in the cases expressly mentioned in the present Agreement.

2. The transportation of passengers against payment, when both starting and arrival points of the trip are within the territory of one of the Contracting Parties by buses and other vehicles owned by the other Contracting Party is not allowed, except in the cases when the competent authorities of the Contracting Parties have issued their permission.

Article 2

1. A regular line, as per the present Agreement, is considered to include the transport of passengers on a fixed route and in accordance with coordinated and published itineraries and tariffs.

2. The regular lines could be exploited — independently or jointly — by transport organizations, corporations, companies, or individuals, having their head offices on the territory of each of the Contracting Parties.

¹ Came into force on 14 September 1970, the date by which the Contracting Parties had informed each other of its approval, in accordance with article 19 (1).

3. The competent authorities of the Contracting Parties approve of the establishment of the regular transport lines between the two countries on the basis of reciprocity and determine for each separate line: the distance, the frequency of movements, the itinerary and the routes as well as the tariffs to be applied.

4. The transport organisations, corporations, companies or individuals of each Contracting Party address their request for the establishment of regular lines to the competent authorities of the country of their head office, enclosing the necessary documentation for the itinerary, the tariff, the route, the initial date from which the opening of the service is required and the period within which the same will be maintained.

5. The competent authorities of each Contracting Party issue a licence for the establishment of a regular line to the transport corporations having their head offices in the territory of the same Contracting Party.

6. The licence as per paragraph 5 of this Article should be sent for approval and coordination to the competent authorities of the other Contracting Party, who should give its decision within two months.

7. If no reply is received within the mentioned period, the licence shall be considered as approved by the other Contracting Party. The line could be then established by the competent authorities, who have issued the licence, informing in writing the competent authorities of the other Contracting Party about the opening of the line.

Article 3

1. The transportation of passengers against payment, when both starting and arrival points of the trip are on the territory of one of the Contracting Parties, by road means of transport registered in the other Contracting Party, is not allowed.

2. Such transportations could be performed only with the permission of the competent authorities of the country on whose territory the transport is to be carried out and this specially for the line of the respective bus or other vehicles.

3. A regular ticket for the trip shall be issued in accordance with the established and published tariff.

Article 4

1. Occasional transport of passengers is not subject to licencing. Such transport takes place when the same persons are carried by the same vehicle either

- a) on a round trip beginning and intended to end in the country of registration of the vehicle, or
- b) on a journey (return voyage), starting at a place in the country of registration of the vehicle and ending at a destination in the territory of the other party, provided that, except where otherwise authorized, the vehicle leaves that country empty.

2. The carriers effecting occasional transport of passengers in accordance with the provisions of paragraph 1 of this article shall produce, at request of the inspecting officials, a list of passengers.

Article 5

1. A special licence or permit is not required for international transit transports of passengers over the territories of the Contracting Parties.

2. In case these transportations are performed on a regular line passing over the territory of the other Contracting Party, the competent authorities of the Contracting Party where the transport organisations, corporations, companies or individuals, opening the line have their head offices, inform the competent authorities of the other Contracting Party about the frequency of the movements, the direction, the distance and the period of exploitation of the regular line.

II. TRANSPORT OF GOODS

Article 6

1. The transports of goods between the two Contracting Parties and the transit over their territories by trucks registered in the other Contracting Party are performed without any restrictions and special permits.

2. The trucks registered in one Contracting Party can load on the territory of the other Contracting Party provided that the destination is in the country of its registration or beyond it.

Article 7

1. When goods are transported between the two Contracting Parties or in transit over their territories, the respective customs authorities mutually accept their customs leads provided that the truck, by its construction, corresponds to the Convention TIR signed in Geneva on 15.1.1959.¹

¹ United Nations, *Treaty Series*, vol. 348, p. 13.

2. In the case of transport in transit the organizations, corporations, companies and individuals have to deposit a sum equivalent to US \$12,000 — or to submit a bank guarantee equal to this amount in favour of the Customs authorities of the Contracting Parties for each point of entry, according to the arrangements to be laid down by the Central Banks of the two Contracting Parties.

3. The Contracting Parties, if they find it necessary, can decrease or increase by mutual agreement the amount of the guarantee.

4. The customs authorities of each Contracting Party can put their leads next to the leads of the other Contracting Party.

5. The conformity of the truck with the requirements of the Convention TIR is ascertained with a Certificate issued by the customs authorities of the Contracting Party where the same is registered. This Certificate should bear the stamp of the respective customs authorities.

6. The Certificate is drawn up in the language of the Contracting Party where the truck is registered, with translation into the French, English or German language. Its validity is for one year from the date of issue and should always be presented at the request of the competent authorities of the other Contracting Party.

III. GENERAL PROVISIONS

Article 8

The drivers and the personnel of the means of transport by which the international transports are carried out in accordance with the present Agreement should be accompanied by the following documents:

- a) Driving Licence for a motor-car of the respective type and class, in conformity with the national legislation of the Contracting Party where the vehicle is registered, or an International Driving Licence;
- b) Vehicle Licence, when required; and
- c) Passport with the necessary visas.

Article 9

The respective competent authorities of the Contracting Parties issue to the drivers and personnel of the organizations, corporations, companies and individuals performing the international transports of passengers and goods, iterated visas with a validity of 6 months without any delay.

Article 10

1. The requirements concerning the technical fitness of the truck, carrying out the international road transports, are determined in accordance with the regulations of the country where the same are registered, as well as with those of the international conventions.

2. The organizations, corporations, companies and individuals carrying out the transports agree between themselves on the supply of lubricants, petrol, spare parts etc.

Article 11

1. The reciprocal payments resulting from the international road transports as per this Agreement are effected in accordance with the arrangements to be laid down between the Central Banks of the two Contracting Parties.

2. In all cases of required guarantees in connection with the carrying out of the international road transports of passengers and goods and especially in connection with guarantees for the provisional import of the means of transport or of the passengers or goods, the respective authorities of the Contracting Parties shall accept these guarantees, provided that they are issued by bank institutions authorized by the State of the other Contracting Party.

3. If private or public road vehicles registered in one of the Contracting Parties, or owned by their nationals, possess international travel documents such as *carnet de passage* or *triptyque* valid for the two countries, such travel documents will be accepted as guarantee by the customs authorities.

Article 12

The vehicles of the organizations, corporations, companies and individuals carrying out the transports of passengers and goods as per the present Agreement, whose head offices are on the territory of one of the Contracting Parties, are exempt from payments of road taxes, fees and duties, for transport on the territory of the other Contracting Party.

Article 13

The drivers and the personnel of the means of transport performing the transports as per this Agreement, have to observe and apply the road regulations and the other legal regulations of the Contracting Party on whose territory the transports are carried out.

Article 14

1. In case of violation of the stipulations of this Agreement, as well as of other legal regulations on the territory of one of the Contracting Parties, the competent authorities of the Party, where the means of transport are registered, at the request of the competent authorities of the other Contracting Party, apply one of the following sanctions against the drivers, personnel and truck

- a) a remark
- b) a remark with the warning that in case of another violation, paragraph c of this Article will be applied, and
- c) a provisional or final depriving the drivers, personnel and means of transport of the right to carry out transports on the territory of the Party on which the violation has taken place.

2. The authorities applying the sanction have to inform accordingly the authorities requesting this sanction.

Article 15

1. The organizations, corporations, companies and individuals, carrying out the transport of passengers and goods as per this Agreement, can delegate to the other Contracting Party provisionally or for a longer period their representatives, open their agencies or authorize as agents the organizations, corporations, companies and individuals of the other Contracting Party, in accordance with the legislation of the Party where the head offices of the representatives, representation or authorized organizations, corporations, companies and individuals are established.

2. The competent authorities of the Contracting Parties will render mutual services and assistance for facilitating and accelerating the transports carried out as per this Agreement.

Article 16

1. All matters connected with the application of the present Agreement are to be settled by mutual stipulation of the competent authorities of the Contracting Parties.

— The competent authority for the People's Republic of Bulgaria is the Ministry of Transport.

— The competent authority for the Hashemite Kingdom of Jordan is the Ministry of National Economy.

2. In case no agreement can be reached, the matters are to be settled through diplomatic way.

Article 17

In case of accidents or other obstacles, the competent authorities of the country where these accidents have taken place or such obstacles have arisen forward to the owner of the means of transport, at his request, or to the competent authorities of the other Contracting Party all protocols or results of the judicial examination and all other data clarifying the event.

Article 18

1. Upon the request of one of the Contracting Parties, a mixed Committee composed of the representatives of the two countries would be set up in order to ensure an effective implementation of this agreement and to settle any probable difficulties which may arise therefrom.

2. The meetings of the Committee will be held alternately in Sofia and Amman.

3. The consultations of the mixed Committee are subject to the approval of the higher competent authorities mentioned in Article 16 of this Agreement.

Article 19

1. The present Agreement is subject to the approval of the Government of the two Contracting Parties and will come into force on the day of the reciprocal information that it has been approved.

2. This Agreement is valid for a period of one year from the date of its coming into force and is tacitly extended for each following year unless denounced by one of the Contracting Parties three months before the end of any calendar year.

DONE in Sofia on the 28th of May, 1970, in two original copies in the English language, both texts being authentic.

For the Government
of the People's Republic
of Bulgaria:

[Signed — Signé]¹

For the Government
of the Hashemite Kingdom
of Jordan:

[Signed — Signé]²

¹ Signed by Slavcho Parvanov — Signé par Slavtcho Parvanov.

² Signed by Ali Hindowi — Signé par Ali Hindowi.