

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.

ARTICLE 7

CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on agreed services by a designated airline of one Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable technical supplies, spare parts (including engines), aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aircraft operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from customs duties, excise duties and charges, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight over that territory on the agreed service.
2. There shall also be exemption from the same national or local duties, fees and charges, with the exception of charges based on the cost of the service provided:
 - a) aircraft stores taken on board in the territory of one Contracting Party, within limits as may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated in an international service by the designated airline of the other Contracting Party;
 - b) spare parts (including engines) and regular equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operating agreed services;
 - c) fuels and lubricants (including hydraulic fluids) destined for the designated airline of one Contracting Party to supply aircraft operating agreed services, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board; and
 - d) baggage and cargo in direct transit.

3. Items referred to in paragraphs (a), (b), (c) and (d) above may be required to be kept under customs supervision or control.
4. The regular equipment, as well as spare parts (including engines), aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items mentioned in sub-article (1) normally retained on board an aircraft operated by the designated airline of one 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 case, they may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of that Contracting Party.
5. Subject to the laws and regulations of both Contracting Parties there shall also be exemption from all import duties and taxes on a reciprocal basis, air tickets, shipping documents, normal advertising material, airline documentation and labels for luggage, all printed with the name or the emblem of the airline, imported into the territory of either Contracting Party by the designated airline of the other Contracting Party or its agents, for the exclusive use of servicing its own aircraft and passengers.
6. The exemptions provided for by this Article shall be available in situations where a designated airline of either 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 sub-articles (1) and (2), provided such other airline or airlines similarly enjoy such exemptions from the other Contracting Party.

ARTICLE 8**DIRECT TRANSIT TRAFFIC**

Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy as well as smuggling of narcotic drugs, be subject to no more than a simplified control.

ARTICLE 9**TARIFFS**

1. The tariffs to be charged by the designated airline(s) of one 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 cost of operation, reasonable profit, the characteristics of each service, the interests of the consumers and tariffs of other airlines.
2. The tariffs referred to in paragraph (1) of this Article shall, if possible, be established by mutual agreement by the designated airline(s) of both Contracting Parties, and after consultation with the other airlines operating over the whole or part of the same route, and such agreement shall, wherever possible, be reached through the rate-fixing machinery of the International Air Transport Association for the working out of tariffs.
3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least 45 (forty five) days before the proposed date of their introduction. In special cases this period may be reduced, subject to the mutual agreement of the said authorities.
4. Notification for approval may be given. If neither of the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval within 30 (thirty) days from the date of submission in accordance with the preceding paragraph of this Article of the tariff agreed in accordance with paragraph (2), these tariffs shall be considered approved. In the event of the period for submission being reduced as provided for in paragraph (3), the aeronautical authorities may agree that the period within which any approval must be notified shall be less than 30 (thirty) days.
5. If a tariff cannot be agreed in accordance with paragraph (2) or if for the period applicable in accordance with paragraph (3), or during the period applicable in accordance with paragraph (4) of this Article, one of the aeronautical authorities gives notice of its disapproval of any tariff agreed upon in accordance with the provisions of paragraph (2), the aeronautical

authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

6. If the aeronautical authorities cannot agree on any tariff submitted to them in accordance with paragraph (3) of this Article, or on the determination of any tariff as specified in paragraph (5) of this Article, the dispute shall be settled in accordance with the provisions of Article 18 of this Agreement.
7. A tariff already established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless the use of an existing tariff shall not be prolonged by virtue of this paragraph for more than 12 (twelve) months after the date on which it otherwise would have expired.

ARTICLE 10**EXCHANGE OF INFORMATION AND STATISTICS**

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

ARTICLE 11**TICKETING, SALE PROMOTION AND TRANSFER OF NET REVENUES**

1. Based on the principle of reciprocity each Contracting Party grants to the designated airline(s) of the other Contracting Party the right to freely issue its own air transport documents and to sell air transport services in the territory of the other Contracting Party either directly or through an agent, in the local currency or in any freely convertible currency in accordance with the respective applicable National Laws and Regulations.
2. Based on the principle of reciprocity the designated airline(s) of the Contracting Parties shall have the right of freely transfer from the territory of sale to their home territory at the official rate of exchange and in accordance with applicable currency regulations the excess of receipts over expenditures earned by those airline(s) in connection with the carriage of passengers, cargo and mail. Included in such net transfer shall be revenues from sales, made directly or through an agent of air transport services, and ancillary supplementary services, and normal commercial interest earned on such revenues while on deposit awaiting transfer.
3. Receipts and profits, earned by the airline(s) of any Contracting Party in the territory of the other Contracting Party in connection with the carriage of passengers, cargo and mail shall be exempt from all duties and charges.
4. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

ARTICLE 12

REPRESENTATION

1. 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.
2. These staff requirements may, at the opinion of the designated airline(s), be satisfied by its own personnel or by using the services of other organization, company or 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.
3. The representatives and staff shall be placed subject to the laws and regulations in force in the other Contracting Party and consistent with such laws and regulations each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph (1) of this Article.

ARTICLE 13**APPLICATION OF LAWS AND REGULATIONS**

1. The laws and regulations of each Contracting Party controlling the admission to or departure from its own territory of aircraft engaged in international navigation or relative to the operation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline or airlines of the other Contracting Party.
2. The laws and regulations of each Contracting Party relating to the admission to, stay in, transit through and departure from its territory of passengers, crew, baggage, cargo and mail on aircraft, including regulations relating to entry and departure, immigration and emigration, passports, customs, currency and sanitary measures, shall be complied with by the airline or airlines of each Contracting Party upon entrance into or departure from and while within the territory of the other Contracting Party.
3. On a basis of reciprocity visas will not be required for entry, stay and exit of the crews of the aircraft operated by the designated airline or airlines of the Contracting Parties, provided that they leave on the same or following flight on the return route. This refers also to cases where the crew, owing to the technical condition of the aircraft or to health and medical reasons, remain in the country and leave on the next following flight on the return route.
4. 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.

ARTICLE 14**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 the agreed services provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, of refusing to recognize the validity of the certificates of competency and licences granted to its own nationals by the other Contracting Party for the purpose of overflying its own territory.

ARTICLE 15**CHARGES FOR THE USE OF AIRPORT AND OTHER FACILITIES**

1. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of airports and other aviation facilities provided that these charges shall not be higher than those paid by other airline or airlines engaged in similar international air services.
2. Each Contracting Party shall encourage consultation between its competent charging organizations and the designated airline or airlines using the services and facilities and, where practicable, through the airline's or airlines' representative organizations. Reasonable notice should be given to users of any proposals for changes in user charges to enable them to express their views before changes are made.

ARTICLE 16**AVIATION SECURITY**

1. Consistent with their rights and obligations under international law, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement.
2. Without limiting the generality of 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, opened for signature at Tokyo on 14 September 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at the Hague on 16 December 1970; the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.
3. 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.
4. 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 the Contracting Parties.
5. In addition, the Contracting Parties 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 as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in sub-article (4) above applied by the other Contracting Party to entry into, departure from, or sojourn in, 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 apply security control to passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat to civil aviation.
7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible to commensurate with minimum risk to life.
8. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other act(s) of unlawful interference which is on the ground in its territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.
9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authority of the first Contracting Party may request immediate consultations with the aeronautical authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of sub-article (1) of Article 4 (Revocation and Limitation of Authorization). When required by an emergency, a Contracting Party may take action under sub-article (1) of Article 4 (Revocation and Limitation of Authorization) prior to the expiry of fifteen (15) days. Any action taken in accordance with this sub-article shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 17**CONSULTATIONS**

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other periodically with a view to ensuring the proper implementation of the present Agreement and Annex thereof.
2. Either Contracting Party may, at any time, request consultation with the other Contracting Party in connection with the interpretation, application and modification of this Agreement. Such consultation 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 or shortening of this period.

ARTICLE 18**SETTLEMENT OF DISPUTES**

Disputes between the Contracting Parties relating to the interpretation or application of the present Agreement shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties. If the said authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

ARTICLE 19**MODIFICATIONS**

1. Any modification to this Agreement, agreed between the Contracting Parties after consultation in accordance with Article 17 of the present Agreement, shall come into effect from the date of receipt of the second of the exchanged Diplomatic Notes by which the Contracting Parties have notified each other for its approval.
2. Any modifications of the Annex to the Agreement may be effected by direct agreement between the aeronautical authorities of both Contracting Parties. The agreed modifications shall come into effect on a date mutually determined by the aeronautical authorities and shall be approved by an exchange of Diplomatic Notes.
3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be modified so as to conform with the provisions of such convention.

ARTICLE 20

REGISTRATION

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

ARTICLE 21**TERMINATION**

1. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the Agreement. Such notice shall be simultaneously communicated 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 of termination is withdrawn by an agreement before the expiry 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 22

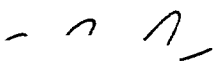
ENTRY INTO FORCE

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 notifying that their respective internal constitutional requirements for entering into force of international agreements have been fulfilled.

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

DONE in duplicate at Male on this *13th* day of *August* 1996 in two original copies in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF BULGARIA



На основание §1, м.1 от ДР на ЗЗЛД

FOR THE GOVERNMENT OF
THE REPUBLIC OF MALDIVES



На основание §1, м.1 от ДР на ЗЗЛД

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A N N E X
ROUTE SCHEDULE

SECTION A

1. Routes on which air services may be operated by the designated airline(s) of the Republic of Bulgaria in two directions:

Points in Bulgaria : points in Bulgaria

Intermediate Points : any points

Points in Maldives : Male'

Points Beyond : any points

SECTION B

2. Routes on which air services may be operated by the designated airline(s) of the Republic of Maldives in two directions:

Points in Maldives : points in Maldives

Intermediate Points : any points

Points in Bulgaria : Sofia

Points Beyond : any points

3. 5th freedom traffic rights, to and from third countries, shall be available on the agreed services provided they have been coordinated and agreed upon in advance and approved by the relevant aeronautical authorities.