

No. 1001

**IRAQ
and
PAKISTAN**

**Agreement (with annex) relating to air services. Signed at
Baghdad, on 20 June 1950**

Official texts: English and Arabic.

Registered by the International Civil Aviation Organization on 2 January 1951.

**IRAK
et
PAKISTAN**

**Accord (avec annexe) relatif aux services aériens. Signé à
Bagdad, le 20 juin 1950**

Textes officiels anglais et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 2 janvier 1951.

No. 1001. AGREEMENT¹ BETWEEN THE GOVERNMENT OF IRAQ AND THE GOVERNMENT OF PAKISTAN RELATING TO AIR SERVICES. SIGNED AT BAGHDAD, ON 20 JUNE 1950

The Government of Iraq and the Government of Pakistan, hereinafter described as the Contracting Parties,

Being parties to the Convention on International Civil Aviation signed at Chicago on the seventh day of December, 1944,² the terms of which are binding on both parties,

Considering,

That it is desirable to organise international air services in a safe and orderly manner and to further as much as possible the development of international cooperation in this field, and

That it is desirable to stimulate international air travel at the lowest rates consistent with sound economic principles, as a means of promoting friendly understanding and good-will among peoples and securing the many indirect benefits of this new form of transportation to the common welfare of both countries, and

That it is desirable to establish direct air communications between Iraq and Pakistan, have accordingly appointed the undersigned plenipotentiaries, who being duly authorised to this effect, have agreed as follows:

Article I

(A) Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex to this Agreement (hereinafter referred to as the "specified air services") and to carry traffic to, from and in transit over the territory of the other party as provided in this Agreement.

(B) The airlines designated as provided in Article II hereof shall have the right to use

(1) for traffic purposes, airports provided for public use at the points specified in the Annex to this Agreement and ancillary services

¹ Came into force on 20 June 1950, as from the date of signature, in accordance with article XI.

² United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346, and Vol. 51, p. 336.

provided for public use on the specified air routes specified in the said Annex (hereinafter referred to as the "specified air routes") and

- (2) for non-traffic purposes, all airports and ancillary services provided for public use on the specified air route, subject in either case to such conditions as may normally be applicable thereto.

Article II

(A) Each of the specified air services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that:

- (1) The Contracting Party to whom the rights are granted shall have designated an airline or airlines (hereinafter referred to as "designated airlines") for the specified air routes.
- (2) The Contracting Party which grants the rights shall have given the appropriate operating permission to the airline pursuant to Paragraph (C) of this Article which it shall do with the least possible delay.

(B) Substantial ownership and effective control of the designated airlines of each Contracting Party shall be vested in that Party or its nationals.

(C) The designated airline may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operation of commercial air carriers.

(D) The operation of each of the specified air services shall be subject to the agreement of the Contracting Party, in whose territory the services is to operate, that the route organisation available for civil aviation on the specified air route is adequate for the safe operation of air services.

Article III

(A) The airlines designated by the Government of Pakistan shall, subject to the provisions of Article IV, be entitled to carry international traffic to and across Iraqi territory, or set down or pick up international traffic at points mentioned in the Annex.

(B) The airlines designated by the Government of Iraq shall, subject to the provisions of Article IV, be entitled to carry international traffic to and across Pakistan territory or set down and pick up international traffic at Karachi.

Article IV

In order to maintain equilibrium between the capacity of the specified air services and the requirements of the public for air transport on the specified air routes and in order to maintain proper relationship between the specified air services and other air services operating on the specified air routes or sections thereof, the Contracting Parties agree as follows:

(A) In the operation by the airlines of either Contracting Party of the specified air services the interests of the airlines of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route.

(B) The air transport offered by the airlines of each Contracting Party on different sections of the specified air routes shall bear a close relationship to the needs of the public for air transport and to the traffic interests of the airlines concerned as defined in this Agreement.

(C) The services provided by a designated airline under this Agreement shall retain as their primary objective the general principle that capacity shall be related:

- (1) to the requirements of traffic between the country of origin of the air service and destinations on the specified air routes,
- (2) to the air transport needs of the area through which the airline passes, and
- (3) to the adequacy of other air transport services established by airlines of the States concerned between their respective territories.

Article V

(A) Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including costs of economical operation, reasonable profit, differences of characteristics of service, and the rates charged by any other operators on the route, and shall have regard to relevant rates adopted by the International Air Transport Association. The rates to be adopted in respect of traffic between the territories of the two Parties shall be subject to the approval of the aeronautical authorities of the Contracting Parties. In the event of disagreement, action will be taken in accordance with Article X of this

Agreement. Pending settlement of any such disagreement, the rates already established shall prevail.

(B) Pending the acceptance by both Parties of any recommendations which the International Civil Aviation Organisation may make with regard to the regulation of rates for traffic other than that defined in paragraph (A) of this Article, the rates to be charged by an airline of one Contracting Party in respect of traffic between the territory of the other Contracting Party and a third country shall be fixed on the basis of the principles set out in paragraph (A) of this Article and after taking into consideration the interests of the airlines of the other Party and shall not vary unduly in a discriminatory manner from the rate established by the airlines of the other Party operating air services on that part of the specified air routes concerned. Provided, however, that a designated airline under the Agreement shall not be required to charge rates higher than those established by any other airline operating on the specified air routes.

(C) If the International Civil Aviation Organisation fails to establish a means of determining rates for traffic defined in Paragraph (B) of this Article in a manner acceptable to both Parties, within a reasonable time, consultation shall be inaugurated in accordance with Article IX of this Agreement with a view to such modification of Paragraph (B) of this Article as appears desirable.

Article VI

(A) The aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the authorisations extended to their respective designated airlines to render service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for service on the specified air routes, together with amendments, exemption orders and authorised service patterns.

(B) Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, tariff schedules, halting places, and all other relevant information concerning the operation of the specified air services and of all modifications thereof.

(C) Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the Contracting Party statistics relating to the traffic carried on their air services to, from or over the territory of the other Contracting Party showing the origin and destination of the traffic.

Article VII

(A) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by or on behalf of, the other Contracting Party or its designated airlines and intended solely for use by the latter's aircraft shall be accorded, with respect to customs duty, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to its national airlines engaged in international public transport or to the airlines of the most favoured nation.

(B) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airlines of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges even though such supplies be used by such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. These goods, which are to be re-exported, shall be kept until exportation under customs supervision.

Article VIII

Each Contracting Party reserves the right to itself to withhold, or revoke or impose such appropriate conditions as it may deem necessary with respect to, an operating permission in case of failure by a designated airline of the other Party to comply with the laws and regulations of the former Party, or in case, in the judgment of the former Party, there is a failure to fulfil the conditions under which the rights are granted in accordance with this Agreement. Except in case of a failure to comply with laws and regulations, such action shall be taken only after consultation between the Parties. In the event of action by one Party under this Article, the rights of the other Party under Article X shall not be prejudiced.

Article IX

(A) In a spirit of a close collaboration the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

(B) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement which may be desirable in the light of experience. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement agreed to as a result of such consultation shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(C) When the procedure for consultation provided for in Paragraph (B) of this Article has been initiated, either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement as provided in Paragraph (D) of this Article. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation.

(D) This Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice to terminate, unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article X

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement, which cannot be settled through consultation, shall be referred for decision to the Council of the International Civil Aviation Organisation, in accordance with the provisions of Chapter XVIII of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 unless the Contracting Parties agree to settle the dispute by reference to an arbitral Tribunal appointed by agreement between the Contracting Parties, or to some other person or body. The Contracting Parties undertake to abide by the decision given.

Article XI

This Agreement shall come into force on the day it is signed. The Agreement and all relevant contracts shall be registered with the International Civil Aviation Organisation set up by the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

Article XII

(A) In the event of conclusion of any other multilateral convention concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

(B) For the purpose of this Agreement the terms "territory", "air service", "international air service" and "airline" shall have the meaning specified in the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

(C) The term "aeronautical authorities" shall mean, in the case of Pakistan the Director General of Civil Aviation, Pakistan, and in the case of Iraq the Director General of Civil Aviation, Iraq, and in both cases any person or body authorised to perform the functions presently exercised by the above mentioned authorities.

(D) The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include reference to the "Annex", except where otherwise expressly provided.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE this 20th day of June 1950 in duplicate at Baghdad in English and Arabic. In case of discrepancy, the English text shall be authoritative.

For the Government of Iraq:

(Signed) T(AWFIQ) (As) SWAIDY

For the Government of Pakistan:

(Signed) GHAZANFAR ALI

ANNEX

1. An airline designated by the Government of Pakistan shall be entitled to operate air services on each of the routes specified in this paragraph:

Route Pakistan-Basra and/or Baghdad via intermediate points and beyond in both directions other than intermediate points in Iraqi territory.

2. An airline designated by the Government of Iraq shall be entitled to operate air services on each of the routes specified and to make scheduled landings in Pakistan at points specified in this paragraph:

Route Iraq-Karachi via intermediate points and beyond in both directions other than intermediate points in Pakistan territory.

3. (A) Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

(B) If, at any time, scheduled flights on any of the specified air services of one Contracting Party are operated so as to terminate in the territory of the other Contracting Party and not as part of a through air service extending beyond such territory, the latter Party shall have the right to nominate the terminal point of such scheduled flights on the specified air routes in its territory. The latter Party shall give not less than six months notice to the other Party if it decided to nominate a new terminal point for scheduled flights.