

No. 1470

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**IRAQ**  
and  
**UNITED KINGDOM OF GREAT BRITAIN**  
**AND NORTHERN IRELAND**

**Agreement for air services between and beyond their  
respective territories (with annex and exchange of  
notes). Signed at Baghdad, on 19 April 1951**

*Official texts: English and Arabic.*

*Registered by the International Civil Aviation Organization on 23 October 1951.*

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**IRAK**  
et  
**ROYAUME-UNI DE GRANDE-BRETAGNE**  
**ET D'IRLANDE DU NORD**

**Accord relatif aux services aériens entre les territoires des  
deux pays et au-delà (avec annexe et échange de notes).  
Signé à Bagdad, le 19 avril 1951**

*Textes officiels anglais et arabe.*

*Enregistré par l'Organisation de l'aviation civile internationale le 23 octobre 1951.*

No. 1470. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF IRAQ AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT BAGHDAD, ON 19 APRIL 1951

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Iraq,

Being parties to the Convention on International Civil Aviation<sup>2</sup> opened for signature at Chicago on the seventh day of December, 1944, and desiring to conclude an Agreement for the purpose of establishing air services between and beyond United Kingdom and Iraqi territories, have agreed as follows :—

*Article I*

For the purpose of the present 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 Convention under Articles 90 and 94 thereof;
- (b) the term “aeronautical authorities” means, in the case of the United Kingdom, the Minister of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions, and, in the case of Iraq, the Minister of Communications and Works and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions;
- (c) the term “designated airline” means an airline which the aeronautical authorities of either Contracting Party shall have notified in writing to the aeronautical authorities of the other Contracting Party as the airline designated by it in accordance with Article 3 of the present Agreement for the routes specified in such notification;

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<sup>1</sup> Came into force on 19 April 1951, as from the date of signature, in accordance with article 15.

<sup>2</sup> 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.

- (d) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State; and
- (e) 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.

### *Article 2*

(1) To the extent to which they are applicable to the air services established under the present Agreement, Articles 11, 13, 15, 24, 31, 32 and 33 of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties ratify any amendment to these Articles which shall have come into force in accordance with Article 94 of the Convention, in which case the Article as amended shall remain in force for the duration of the present Agreement.

(2) 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 or in the aircraft of those designated airlines shall be accorded with respect to customs duty, inspection fees or other similar duties or charges imposed by the former Contracting Party, treatment not less favourable than that granted to its national airlines or to the airlines of the most favoured nation engaged in international air services. This treatment shall be in addition to that accorded under Article 24 of the Convention.

### *Article 3*

(1) Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement services on the routes specified in the schedule to the present Agreement (hereinafter respectively referred to as the agreed services and the specified routes).

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and of Article 4 of the present Agreement, without delay grant to the airline or airlines designated the appropriate operating permission.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations which they normally apply in conformity with the provisions of the Convention to the operation of commercial airlines.

(4) At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

#### *Article 4*

(1) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in Article 5 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(2) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an airline of the rights specified in Article 5 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

#### *Article 5*

(1) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating the agreed services, the rights (a) to fly their aircraft across the territory of the other Contracting Party, (b) to make stops in the said territory for non-traffic purposes and (c) to make stops in the said territory at the points specified in the schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(2) Paragraph (1) of this Article shall not be deemed to confer on the airlines of one Contracting Party the right to take 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.

#### *Article 6*

(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 airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting

Party so as not to affect unduly the services which the latter provide 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, cargo and mail between the territory of the Contracting Party designating the airline and the country of ultimate destination of the traffic. 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 States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to—

- (i) the requirements of traffic destined for or coming from the territory of the Contracting Party designating the airline;
- (ii) traffic requirements of the area through which the airline passes, after taking account of other air transport services established by airlines of the States comprising the area; and
- (iii) the requirements of through airline operation.

#### *Article 7*

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request—

- (a) such traffic statistics as may be appropriate for the purpose of reviewing the frequency and capacity of the agreed services and
- (b) such periodic statements as may be reasonably required, relating to the traffic carried by its designated airlines on services to, from or through the territories of that other Contracting Party, including information concerning the origin and destination of such traffic.

#### *Article 8*

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route.

(2) These tariffs, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed between the designated

airlines concerned, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2), the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

(4) If the aeronautical authorities cannot agree the dispute shall be settled in accordance with the provisions of Article 10.

(5) No tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article 10.

#### *Article 9*

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

#### *Article 10*

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiations between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation,

(a) they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or

(b) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the Council of the said Organization.

(3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party or to the designated airline in default.

#### *Article 11*

If a general multilateral convention on traffic rights for scheduled international air services comes into forces in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provision of such convention.

#### *Article 12*

(1) A designated airline of either Contracting Party may on any or all flights omit calling at any point or points on any specified route.

(2) If either of the Contracting Parties considers it desirable in any other way to modify the terms of the present Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and such consultation shall begin within sixty days from the date of the request. When the aforesaid authorities agree to modifications to the present Agreement, such modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel and shall forthwith be communicated to the Council of the International Civil Aviation Organization.

#### *Article 13*

The present Agreement shall terminate one year after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by agreement before the expiry of this period. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organisation. In the absence of acknowledgment of receipt, notice shall be deemed to have been received fourteen days after receipt of the notice by the Council of the International Civil Aviation Organization.

#### *Article 14*

The present Agreement shall be registered with the Council of the International Civil Aviation Organization.

## Article 15

The present Agreement shall enter into force on the date of signature.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorised to that effect by their respective Governments, have signed the present Agreement and affixed thereto their seals.

DONE this nineteenth day of April, 1951, in duplicate at Bagdad in the English and Arabic languages, both texts being equally authentic.

On behalf of the Government of the United Kingdom  
of Great Britain and Northern Ireland :

[L.S.] J. M. TROUTBECK

His Britannic Majesty's Ambassador at Bagdad

On behalf of the Government of the Kingdom of Iraq :

[L.S.] DHIA JAFFA

Minister of Communications and Works

## SCHEDULE

## Section I

ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR AIRLINES OF THE UNITED KINGDOM

1. <i>Points in United Kingdom Territory</i>	2. <i>Intermediate Points as desired</i>	3. <i>Terminal or Traversing Points in Iraqi Territory as desired</i>	4. <i>Any One or More of the Following as Traversing or Terminal Points as desired</i>
(1) London	Zurich and/or Rome (or Malta or Tripoli) Cairo	Basra	Karachi and beyond
(2) London	Zurich and/or Rome Beirut (or Damascus)	Basra	Kuwait and beyond
(3) London	Zurich and/or Rome	Bagdad	Bahrain Karachi then either (a) Bombay and points beyond or

1. <i>Points in United Kingdom Territory</i>	2. <i>Intermediate Points as desired</i>	3. <i>Terminal or Tra- versing Points in Iraqi Territory as desired</i>	4. <i>Any one or More of the Following as Traversing or Terminal Points as desired</i>
			(b) Delhi Calcutta and points beyond
(4) Cyprus		Bagdad	
(5) Bahrain	Kuwait	Bagdad	

The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in United Kingdom territory.

### *Section II*

#### ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR AIRLINES OF IRAQ

1. <i>Points in Iraqi Territory</i>	2. <i>Intermediate Points as desired</i>	3. <i>Terminal or Traversing Points in United Kingdom Territory as desired</i>	4. <i>Any One or More of the Following as Traversing or Terminal Points as desired</i>
(1) Iraq	Dhahran	Sharjah	Karachi and beyond
(2) Iraq		Kuwait	Abadan
(3) Iraq		Kuwait	Bahrain
(4) Iraq		Cyprus	
(5) Iraq	Damascus and/or Beirut and/or Cairo Athens Malta and/or a point in Italy a point in Switzerland a point in France	London	

The designated airline or airlines of Iraq may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Iraqi territory.

## EXCHANGE OF NOTES

## I

*His Majesty's Ambassador at Bagdad to the Iraqi Minister of Communications and Works*

BRITISH EMBASSY

Bagdad, 19th April, 1951

Your Excellency,

I have the honour to refer to Section II of the Schedule to the Air Services Agreement signed this day between His Majesty's Government in the United Kingdom and the Royal Iraqi Government, in accordance with which the designated airline or airlines of Iraq will be granted permission to operate scheduled services to Kuwait, Bahrain and Sharjah. In view of the state of the airfields at Kuwait, Bahrain and Sharjah, it is necessary to impose for the time being, the following conditions on the exercise of the rights so granted :—

- (1) No four-engined aircraft can be permitted to use the existing airfields at Kuwait, Sharjah and Bahrain except by the special permission of the aeronautical authorities of His Majesty's Government.
- (2) Since the airfields at Kuwait and Sharjah are not fenced and the facilities provided at Kuwait, Bahrain and Sharjah are at present in certain respects below normal safety standards, operations by the aircraft of the designated airline or airlines of Iraq at these airfields must be undertaken at the risk of the airline concerned.

I have the honour to ask you to confirm that the Royal Iraqi Government accepts the above conditions as governing the exercise of rights at Sharjah, Kuwait and Bahrain by the designated airline or airlines of Iraq.

I avail, etc.,

J. M. TROUTBECK

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

19th April, 1951

Your Excellency,

I have the honour to acknowledge the receipt of your Excellency's letter of today's date, the text of which is as follows :—

[*See note I*]

In reply, I have the honour to inform your Excellency that the Iraq Government accepts the above conditions as governing the exercise of rights at Sharjah, Kuwait and Bahrain by the designated airline or airlines of Iraq.

I avail, etc.

DHIA JAFFA

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<sup>1</sup> Translation by the Government of the United Kingdom.

<sup>2</sup> Traduction du Gouvernement du Royaume-Uni.