No. 3518

DENMARK
and
SYRIA

Agreement (with annex and exchange of letters) concerning regular civil air transport services. Signed at Damascus, on 20 October 1955

Official text: French.

Registered by Denmark on 13 September 1956.

DANEMARK
et
SYRIE

Accord (avec annexe et échange de lettres) relatif aux transports aériens civils réguliers. Signé à Damas, le 20 octobre 1955

Texte officiel français.

Enregistré par le Danemark le 13 septembre 1956.

[TRANSLATION — TRADUCTION]

No. 3518. AGREEMENT[1] BETWEEN DENMARK AND SYRIA CONCERNING REGULAR CIVIL AIR TRANSPORT SERVICES. SIGNED AT DAMASCUS, ON 20 OCTOBER 1955

The Royal Government of Denmark and the Government of the Republic of Syria, desiring to promote regular civil air transportation between Denmark and Syria, have agreed as follows :

Article 1

The Contracting Parties grant each other the following rights, necessary for the establishment of the regular international civil air services specified in the annex[2] hereto, hereinafter referred to as the "agreed services".

The airlines designated by one Contracting Party shall enjoy, in the territory of the other Contracting Party, rights of transit and of non-traffic stops for civil purposes ; they may also use airports and other facilities provided for international traffic. They shall also enjoy, in the territory of the other Contracting Party and on the air routes specified in the annex hereto, the right to pick up and set down international traffic in passengers, mail and cargo in accordance with the terms of this Agreement.

Article 2

1. The air transport capacity provided by the designated airlines shall be related to the traffic demand.

2. On common routes, the designated airlines shall take their mutual interests into account so as not to affect unduly their respective services.

3. The agreed services shall have as their primary objective the provision of capacity adequate to meet the traffic demand between the country to which the designated airlines belong and the countries of destination.

4. The right of the designated airlines to pick up and set down, at the points and on the air routes specified, international traffic destined for or coming from third countries, shall be exercised in accordance with the general principles of orderly development to which both Governments subscribe and in such a manner that capacity shall be related to :

[1] Came into force on 5 June 1956 by the exchange of the instruments of ratification at Damascus, in accordance with article 18.

[2] See p. 75 of this volume.

(*a*) Traffic demands between the country of origin and the countries of destination,

(*b*) The requirements of economic operation of the services in question, and

(*c*) The traffic demands of the areas through which the airlines pass, after taking account of local and regional services.

5. The right to pick up and set down international traffic at points situated on the specified air routes between the territories of the Contracting Parties shall be exercised in accordance with the principle stated in paragraph 2 above.

6. There shall be fair and equal opportunity in the territory of the Contracting Parties for the designated airlines to operate the agreed services.

Article 3

1. The agreed services may be inaugurated as soon as :

(*a*) The Contracting Party to whom the rights have been granted has designated an airline or airlines for this purpose ;

(*b*) The Contracting Party granting the rights has issued to the said airlines the appropriate operating permit, which, subject to the provisions of paragraph 2 of this article and of article 7 below, it shall do without undue delay.

2. Nevertheless, before being authorized to inaugurate the agreed services, the designated airlines may be required to satisfy the aeronautical authority of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by that authority to the operation of international air services.

Article 4

The provisions of this Agreement and its annex shall not be considered or interpreted as conferring exclusive rights on the other Contracting Party or its designated airlines or as excluding or discriminating against airlines of any third countries.

Article 5

The provisions of this Agreement and its annex shall not be considered or interpreted as conferring on the airlines designated by one Contracting Party the right to pick up in the territory of the other Contracting Party, for remuneration or for a consideration of any kind, passengers, cargo or mail destined for another point in the same territory.

Article 6

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize as valid for purposes of flights over its own territory certificates of competency and licences issued to its own nationals by the other Contracting Party.

Article 7

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that preponderant ownership and effective control of such airline are vested in nationals of either Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in article 8 below or with the conditions under which the said permit is granted.

Article 8

1. The laws and regulations of either Contracting Party relating to the admission to stay in and departure from its territory of aircraft engaged in international air navigation or to flights of such aircraft over the said territory shall apply to the aircraft of the airlines designated by the other Contracting Party.

2. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews, mail and cargo, such as regulations relating to entry, immigration and clearance, passports, customs and quarantine, shall apply to the passengers, crews, mail and cargo of aircraft of the airlines designated by the other Contracting Party while within the said territory.

Article 9

The Contracting Parties agree that :

1. Rates for the agreed services shall be fixed at reasonable levels, regard being paid to all relevant factors, including economy of operation, reasonable profit and difference of characteristics of service (such as speed and accommodation), as well as the rates charged by other airlines regularly operating all or part of the specified route.

2. The rates to be charged by each of the airlines designated under this Agreement in respect of traffic on any of the specified air routes between the terri-

tories of the two Contracting Parties, or between the territories of third countries and the territory of one of the Contracting Parties, shall be fixed either :

(*a*) In accordance with such rate resolutions as may have been adopted by an airlines organization of which the designated airlines are members, and accepted for that purpose by the two Contracting Parties ; or

(*b*) By agreement between the designated airlines where these are not members of the same airlines organization or where no resolutions as referred to in paragraph 2 (*a*) above exists ; provided that if either Contracting Party has not designated an airline for any of the specified routes and rates for that route have not been fixed in accordance with paragraph 2 (*a*) above, the airlines designated by the other Contracting Party to operate the air services on that route may fix the rates therefor.

3. The rates so fixed shall be subject to approval by the competent aeronautical authorities of the two Contracting Parties and shall come into effect forty-five days after notice thereof is received by the said aeronautical authorities, unless either Contracting Party signifies its disapproval.

4. In the event that rates are not fixed in accordance with paragraph 2 above or if the aeronautical authorities of either Contracting Party disapprove of the rates so fixed, the two Contracting Parties shall themselves endeavour to reach agreement and shall take all necessary steps to give effect to such agreement. In the event that the Contracting Parties cannot agree, the dispute shall be settled in accordance with the procedure prescribed in article 14. Pending settlement of the dispute by an agreement or through the application of article 14, the rates previously in effect, or, if no rates have yet been fixed, reasonable rates, shall be charged by the airlines concerned.

Article 10

Transfers of funds received by the airlines designated by the Contracting Parties shall be made in accordance with the currency regulations in force in the two countries. The Contracting Parties shall do everything in their power to facilitate the transfer of such funds.

Article 11

In order to avoid discrimination and ensure equality of treatment it is agreed that :

1. Each Contracting Party may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities ; such charges shall

not be higher than would be paid by its national aircraft or the aircraft of the most favoured nation engaged in similar international services.

2. Fuel, lubricating oils and spare parts introduced into or taken on board 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 aircraft of such airlines shall be accorded, subject to reciprocity, treatment as favourable as that given to national airlines operating international air services or to those of the most favoured nation, with respect to customs duties, inspection fees and other duties and charges imposed by the first Contracting Party.

3. The aircraft operated on the agreed services by the designated airlines of one Contracting Party, the fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall, on arriving in or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees or other national duties and charges, even though such supplies be used or consumed on flights in that territory.

Article 12

Should either of the Contracting Parties consider it desirable to modify any clause of this Agreement or of its annex, the aeronautical authorities of the Contracting Parties shall consult together for that purpose. Such consultation shall take place within sixty days from the date of the request therefor.

If the said authorities agree on the modifications to be made in the Agreement, such modifications shall come into effect after they have been confirmed by an exchange of diplomatic notes.

Modifications of the annex shall not require an exchange of diplomatic notes.

Article 13

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time to satisfy themselves that the principles laid down in this Agreement are being applied and that its objectives are being attained in a satisfactory manner. They shall consider in particular the traffic statistics of the agreed services, which they undertake to exchange.

Article 14

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 between themselves.

2. If the Contracting Parties fail to reach an agreement by direct negotiation within ninety days from the date on which one of them first raised the matter in dispute with the other :

(*a*) They may agree to refer the dispute for decision either to an arbitral tribunal appointed by agreement between them or to any other person or body.

(*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 within sixty days, either Contracting Party may refer the dispute for decision to the Council of the International Civil Aviation Organization.

3. Either Contracting Party may request the Council of the International Civil Aviation Organization, or any other arbitral tribunal, person or body to whom the dispute has been referred pursuant to paragraph 2 above, to order the Contracting Parties to take provisional measures pending a final decision in the matter.

4. The Contracting Parties undertake to comply with any decision given under paragraph 2, and with any order made under paragraph 3 above.

5. If and so long as either Contracting Party or an airline designated by it fails to comply with a decision given under paragraph 2 or an order made under paragraph 3 above, the other Contracting Party may limit, suspend or revoke the exercise by the Contracting Party in default or its designated airlines, or by the designated airline in default, of the rights granted by virtue of this Agreement.

6. The provisions of this article shall not in any way restrict the right of either Contracting Party to apply article 16 below at any time.

Article 15

This Agreement and its annex shall be brought into harmony with any multilateral agreement to which the two Contracting Parties may accede.

Article 16

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The Agreement shall terminate twelve 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, the said notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 17

This Agreement and all agreed supplements and modifications shall be registered with the International Civil Aviation Organization.

Article 18

This Agreement shall be ratified as soon as possible by the competent authorities of each of the two Contracting Parties.

It shall enter into force after the exchange of the instruments of ratification, which shall take place at Damascus.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement and have thereto affixed their seals.

DONE in duplicate at Damascus, on 20 October 1955, in the French language.

For the Royal Government of Denmark :
Georg Lyngbye HØST
Envoy Extraordinary and Minister Plenipotentiary of Denmark

For the Government of the Syrian Republic :
ABDEL BAKI NIZAMOUDINE
Minister of Public Works and Communications

ANNEX

1. *Syrian routes :*

The designated Syrian airlines may operate air services in both directions on air routes beginning at points in Syria which, via intermediate points, lead to Scandinavia and beyond. The intermediate points and the landing points in Scandinavia shall be determined hereafter by agreement between the Contracting Parties.

2. *Danish routes :*

Points in Scandinavia — in Germany — in the Netherlands — in Switzerland — in Austria — in Italy — in Greece — in Turkey — Beirut — Points in Syria — in Iraq and/or Dahran and/or points in Iran — and/or in Egypt and beyond those countries in both directions.

The airlines designated by the Contracting Parties may permanently or temporarily omit certain of the intermediate stops listed above.

EXCHANGE OF LETTERS

I

Damascus, 20 October 1955

Your Excellency,

With reference to the Agreement signed on 20 October 1955 [1] between Denmark and Syria, I have the honour to inform you that, in accordance with article 3 of that Agreement, the Danish Government has designated Det Danske Luftfartselskab (DDL) to operate the routes specified in Schedule 2 [2] attached to the Agreement.

In this connexion, I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

1. Det Danske Luftfartselskab (DDL), co-operating with AB Aerotransport (ABA) and Det Norske Luftfartselskap (DNL) under the designation of Scandinavian Airlines System (SAS), shall be autorized to operate the services assigned to it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.
2. In so far as Det Danske Luftfartselskab (DDL) employ aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartseskab (DDL) shall accept full responsibility under the Agreement therefor.

Georg Lyngbye HØST
Envoy Extraordinary and Minister Plenipotentiary of Denmark

His Excellency the Minister of Public Works and Communications
Damascus

II

Damascus, 20 October 1955

Your Excellency,

With reference to the Agreement signed on 20 October 1955 between Syria and Denmark, I have the honour to inform you that, in accordance with article 3 of that Agreement, the Syrian Government has designated Syrian Airways to operate the routes specified in Schedule 1 [2] attached to the Agreement.

[1] See p. 61 of this volume.
[2] See p. 75 of this volume.

In this connexion I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

[*See letter I*]

ABDEL BAKI NIZAMOUDINE
Minister of Public Works and Communications

His Excellency the Danish Envoy Extraordinary
and Minister Plenipotentiary
Damascus