

No. 3609

**SWITZERLAND
and
SYRIA**

Agreement (with annex) concerning regular civil air services. Signed at Damascus, on 26 May 1954

Official texts: French and Arabic.

Registered by the International Civil Aviation Organization on 1 December 1956.

**SUISSE
et
SYRIE**

Accord (avec annexe) relatif aux services aériens civils réguliers. Signé à Damas, le 26 mai 1954

Textes officiels français et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} décembre 1956.

[TRANSLATION — TRADUCTION]

No. 3609. AGREEMENT¹ BETWEEN SWITZERLAND AND SYRIA CONCERNING REGULAR CIVIL AIR SERVICES. SIGNED AT DAMASCUS, ON 26 MAY 1954

The Swiss Federal Council and the Government of the Republic of Syria,

Considering that it is desirable to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the lowest rates consistent with sound economic principles,

Considering that it is advisable to stimulate international air communications as a means of promoting friendly understanding and goodwill among peoples and of securing at the same time the many indirect benefits of this form of transportation to the common welfare of Switzerland and Syria,

And desiring to conclude an agreement for the purpose of establishing regular civil air services between and beyond the two countries,

Have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the annex² to this Agreement for the purpose of establishing the regular international civil air services defined therein, (hereinafter referred to as the "agreed services"). These agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights are granted.

Article 2

1. The agreed services may be put into operation as soon as :

- (a) The Contracting Party to whom the rights are granted has designated one or more airlines (hereinafter referred to as the "designated airlines") to operate the air routes specified in the annex ;
- (b) The Contracting Party granting the rights has, subject to the provisions of paragraph 2 of this article and of article 10 below, granted the appropriate operating permit to the designated airlines, which it shall do at the earliest possible date.

¹ Came into force on 11 May 1955, in accordance with article 17.

² See p. 165 of this volume.

2. Nevertheless, before being authorized to inaugurate the agreed services, the designated airlines may be called upon 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 commercial operation of international air transport services.

3. In areas of military occupation or in areas affected thereby, the inauguration of the agreed services shall be subject, if necessary, to the approval of the competent military authorities.

Article 3

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 4

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 5

1. The capacity provided by the designated airlines shall be adapted to traffic demands.

2. The designated airlines shall, in the operation of common routes, take into account their mutual interests 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 to pick up and set down in the territory of a Contracting Party, at the points specified in the annex, international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which the Swiss and Syrian Governments subscribe and in such a manner that capacity shall be related to :

- (a) Traffic requirements between the country of origin and the countries of destination ;
- (b) The requirements of through airline operation ; and

(c) The traffic requirements 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 6

1. Rates shall be fixed at reasonable levels, regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as speed and accommodation. The recommendations of the International Air Transport Association (IATA) shall also be taken into consideration, if the designated airlines belong to this Association. In the absence of such recommendations the designated airlines shall consult with the airlines of third countries operating on the same routes. Their arrangements shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

2. If the designated airlines are unable to reach agreement, these authorities shall endeavour to find a solution. In the last resort the procedure prescribed in article 14 below shall be applied.

Article 7

1. The charges which each Contracting Party may impose or permit to be imposed on the designated airlines of the other Contracting Party for the use of public airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft 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 aircraft of those airlines shall be accorded, subject to reciprocity, treatment as favourable as that granted to national airlines operating international air services or to airlines of the most-favoured nation, with respect to customs duties, inspection fees and other duties and charges imposed by the first Contracting Party.

3. Aircraft operated on the agreed services, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airlines of one Contracting Party shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties,

inspection fees and similar charges, even though such supplies be used or consumed on flights in that territory.

Article 8

1. 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.

2. Each Contracting Party reserves the right, however, to refuse to recognize as valid for the purpose of flight above its own territory certificates of competency and licences issued to or rendered valid for its own nationals by the other Contracting Party.

Article 9

1. The laws and regulations of one 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 that territory shall apply to the aircraft of the airlines designated by the other Contracting Party.

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

Article 10

Each Contracting Party reserves the right to withhold an operating permit from the airlines designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that substantial ownership and effective control of those airlines are vested in nationals of either Contracting Party, or where the designated airlines fail to comply with the laws and regulations referred to in article 9 above or to fulfil the conditions under which the rights specified in this Agreement are granted.

Article 11

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 regularly.

Article 12

This Agreement shall be registered with the International Civil Aviation Organization.

Article 13

If either of the Contracting Parties wishes to modify this Agreement or its annex, it may request consultation between the competent authorities of the Contracting Parties, such consultation to begin within sixty days from the date of the request. Any modifications agreed upon between the said authorities shall enter into force after they have been confirmed by an exchange of diplomatic notes.

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 given 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 shall be brought into harmony with any multilateral convention which binds the Contracting Parties and the application of which has already begun.

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 shall enter into force on the date on which its ratification is mutually notified by an exchange of diplomatic notes.

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

DONE in duplicate at Damascus, on 26 May 1954, in the French and Arabic languages, both texts being equally authentic.

For the Swiss Federal
Council :
(Signed) FRANZ KAPPELER
Minister of Switzerland
in Syria

For the Government
of the Syrian Republic :
(Signeä) Rachad JABBRI
Minister of Public Works
and Communications

A N N E X

The airlines designated by each Contracting Party shall enjoy, in the territory of the other Contracting Party, rights of transit and of civil stops for non-traffic purposes ; they shall further have the right, in the territory of the other Contracting Party and on the air routes specified in the schedules hereto, to pick up and set down international traffic in passengers, mail and cargo, under the terms of this Agreement.

SCHEDULE I

Services which may be operated by the designated Swiss airlines :

Points in Switzerland—Rome—Athen—Istanbul—Beirut—Damascus—Points in Iraq and/or in Jordan and/or in Iran and/or in Egypt and beyond those countries, in both directions, with the option of omitting one or more stops on any or all flights.

SCHEDULE II

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 Switzerland and beyond. The intermediate points and the landing points in Switzerland shall be determined hereafter by agreement between the Contracting Parties.
