

No. 4504

**IRAQ
and
EGYPT**

**Agreement (with annex) for the establishment of scheduled
air services between and beyond their respective
territories. Signed at Cairo, on 23 March 1955**

Official text: English.

Registered by the International Civil Aviation Organization on 9 September 1958.

**IRAK
et
ÉGYPTE**

**Accord (avec annexe) relatif à l'établissement de services
aériens réguliers entre leurs territoires respectifs et
au-delà. Signé au Caire, le 23 mars 1955**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 9 septembre 1958.

No. 4504. AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF IRAQ AND THE GOVERNMENT OF THE REPUBLIC OF EGYPT FOR THE ESTABLISHMENT OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT CAIRO, ON 23 MARCH 1955

The Royal Government of Iraq and the Government of The Republic of Egypt hereinafter described as the "Contracting Parties",

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December, 1944² (hereinafter referred to as the "Convention"),

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 co-operation in this field ;

Considering also that it is desirable to stimulate international air travel, at the lowest possible rates consistent with sound economic principles, as a means of promoting friendly understanding and goodwill among peoples and securing the many indirect benefits of this form of transportation to the common welfare of both countries ;

And desiring to conclude an agreement for the purpose of promoting commercial scheduled air transport services between and beyond their respective territories ;

Have accordingly appointed the undersigned plenipotentiaries for this purpose, who, being duly authorised to that effect by their respective governments, have agreed as follows :

Article I

1. Each contracting party grants to the other contracting party the right to operate the air services specified in the Annex³ to this Agreement (hereinafter referred to as the "specified air services") on the routes specified in the said Annex (hereinafter referred to as the "specified air routes").
2. Subject to the provisions of this Agreement, any of the specified air services may be inaugurated in all or in part, immediately or at a later date, at the option of the contracting party to whom the rights are granted.

¹ Came into force on 7 June 1956, in accordance with article XVIII.

² See footnote 2, p. 28 of this volume.

³ See p. 214 of this volume.

Article II

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, the specified air services.
2. On receipt of the designation, the other contracting party shall, subject to the provisions of paragraph (3) of this article and of article III of the present Agreement, without undue delay grant to the airlines designated the appropriate operating permission.
3. The aeronautical authorities of one contracting party, before granting operating permission to an airline designated by the other contracting party, may require the airline to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and rules which they normally apply to the operation of international scheduled air services, provided that such laws and rules do not conflict with the provisions of the Convention or of the present Agreement.
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 specified air services.

Article III

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 V 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 to suspend the exercise by any airline of the rights specified in article V 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 and rules of the contracting party granting these rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

However, such unilateral action from any both contracting parties shall not take place before the intention to do so is notified to the other contracting party, and agreement could not be reached between the aeronautical authorities of both contracting parties within thirty days from the date of the said notification.

Article IV

1. The laws and rules of one contracting party, especially those relating to entry into or departure from its territory of aircraft engaged in international air navi-

gation or to the operation and navigation of such aircraft while within its territory, shall apply to aircraft of the designated airline of the other Contracting Party.

2. The laws and rules of one Contracting Party, especially those relating to entry into or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, quarantine and exchange regulations) shall be applicable to the passengers, crew and cargo of the aircraft of the designated airlines of the other Contracting Party, while in the territory of the former Contracting Party.

Article V

1. In the operation of the specified air services, each Contracting Party grants the designated airlines of the other Contracting Party, subject to the provisions of Articles VI and VII, the right of putting down and taking on in the territory of one Contracting Party, international traffic originating in or destined for the territory of the other Contracting Party or of a third country.

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, whatever the origin or the ultimate destination of such traffic.

Article VI

1. There shall be a fair and equal opportunity for the designated airlines of each Contracting Party to operate on the specified air routes between their respective territories.

2. In the operation of the specified air services, the designated airlines shall retain as their primary objective the provision of capacity adequate to the current traffic demands between the territory of the Contracting Party designating the airline and the countries of ultimate destination of the traffic.

3. In the operation of the specified air services of either Contracting Party, the combined capacity provided by the designated airlines of both Contracting Parties for each sector of the specified air routes one end of which is in the territory of either Contracting Party, together with the capacity provided by other air services on the same sectors, shall be maintained in reasonable relationship to the requirements of the public for air transportation.

Article VII

In the operation of the specified air services the rights granted to the airlines designated by either Contracting Party shall not be exercised abusively to the detri-

ment or disadvantage of any airline of the other Contracting Party, operating on all or part of the same route.

Article VIII

1. 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, rates schedules and all other similar relevant information concerning the operation of the specified air services and copies of all modifications of such time-tables, rate schedules and information.
2. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, statistics relating to the traffic carried on their air services to, from or through the territory of the other Contracting Party showing the origin and destination of the traffic.

Article IX

When, for the purpose of economy, aircraft of different capacity are used on different sections of a specified air route and the point of change is in the territory of one of the other Contracting Parties, such change of aircraft shall not be inconsistent with the provisions of this Agreement relating to the capacity of the air services and carriage of traffic. In such cases the second aircraft shall be scheduled to provide a connecting service with the first aircraft, and shall await its arrival, except in the case of *force majeure*.

Article X

1. Rates shall be fixed at a reasonable level, due regard being paid to all relevant factors, including cost of economical operations, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the rates charged by the other scheduled air service operators on the route concerned or part thereof.
2. The rates to be charged by any of the airlines designated under this Agreement in respect of traffic on any of the specified air routes between the territories of the two Contracting Parties or between the territory of a third country and the territory of one of the Contracting Parties shall be fixed either :

- a) in accordance with such rate resolutions as may be adopted by an airlines organisation to which the designated airlines under this Agreement are members, and accepted for that purpose by the two Contracting Parties ;
or

b) by agreement between the airlines concerned designated by both Contracting Parties, where these airlines are not members of the same airlines organisation, or where no resolution as referred to in a) above has been adopted, provided that, if either contracting party has not designated an airline in respect of any of the specified air routes and rates for that route has not been fixed in accordance with paragraph 2, a) above, the airlines designated by the other contracting party to operate on that route may fix the rates thereof.

3. Rates so fixed shall be submitted for approval by the aeronautical authorities of the two contracting parties and shall become effective thirty days after their receipt by the said aeronautical authorities unless either authority has given notice of disapproval.

4. In the event that rates are not fixed in accordance with paragraph 2 above, or that the aeronautical authorities of either contracting party disapprove of the rates so fixed, the contracting parties themselves shall endeavour to reach agreement and shall take all necessary steps to give effect to such agreement. Should the contracting parties fail to agree, the dispute shall be dealt with in accordance with Article XV. Pending the settlement of the dispute agreement or until it is decided under Article XV, the rates already established, or, if no rates have been established reasonable rates, shall be charged by the airlines concerned.

Article XI

This Agreement shall be registered with the Council of the International Civil Aviation Organization set up by the Convention.

Article XII

In a spirit of close collaboration, the aeronautical authorities of the two contracting parties will consult each other at the request of either authority, for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set up in this Agreement and will exchange such information as is necessary for that purpose.

Article XIII

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

Article XIV

If either of the contracting parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronau-

tical authorities of the two Contracting Parties, and in that event such consultation shall begin within a period of sixty days from the date of the request. Modifications agreed between these authorities will come into effect when they have been confirmed by an exchange of notes through diplomatic channel.

Article XV

1. Without prejudice to Art. XVI of this Agreement, 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 negotiation between themselves.
2. If the Contracting Parties fail to reach a settlement by negotiation within ninety days ;
 - 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 agree or, if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition within thirty days, either Contracting Party may submit the dispute for decision to the Council of the International Civil Aviation Organization.
3. Either Contracting Party may request the arbitral tribunal or the Council of the International Civil Aviation Organization, as the case may be, to indicate within thirty days of such request provisional measures which ought to be taken to preserve the respective rights of both Contracting Parties.
4. The Contracting Parties undertake to comply with any provisional measures and final decision given under paragraphs 2 & 3 of this Article.
5. If and so long as either Contracting Party or a designated airline of either Contracting Party, fails to comply with any provisional measures or a final decision given under paragraphs 2 & 3 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 airlines of that Contracting Party or to the designated airline in default.

Article XVI

Either Contracting Party may at any time give notice to the other Contracting Party if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. If such notice is given, this 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, notice shall be deemed to have been received fourteen days after the receipt of the notice by the Council of the International Civil Aviation Organization.

Article XVII

1. For the purpose of this Agreement the term "aeronautical authorities" shall mean, in the case of the Government of the Republic of Egypt the Director General of Civil Aviation, and any person or body authorised to perform any functions presently exercised by the said Director and, in the case of the Royal Government of Iraq, the Director General of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Director.
2. The term "designated airlines" shall mean the air transport enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as being the airlines designated by it for the operation of the specified air services.
3. 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.

Article XVIII

This Agreement shall enter into force as soon as both Contracting Parties have notified each other that their constitutional requirements have been fulfilled.

IN WITNESS THEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed their seals.

DONE at Cairo the 23rd day of March 1955.

For the Royal Government
of Iraq :
(Signed) Najib EL RAWI

For the Government
of the Republic of Egypt :
(Signed) M. FAWZI

A N N E X

A

1. The airlines designated by the Egyptian Government shall be entitled to operate air services in both directions on each of the routes specified, and to land for traffic purposes in Iraq at the points specified in this paragraph.

A. *Routes terminating in Iraqi Territory :*

Cairo — Baghdad (Direct or via Beirut and /or Damascus).

B. *Routes traversing Iraqi Territory :*

1) Cairo — Baghdad (direct or via Beirut and /or Damascus) — Teheran.

2) Cairo — Beirut and /or Damascus — Basra — Dahrán to Karachi and beyond.

2. The airlines designated by the Royal Iraq Government shall be entitled to operate air services in both directions on each of the routes specified and to land for traffic purposes in Egypt at the points specified in this paragraph.

1) Baghdad to Cairo direct or via Beirut and /or Damascus.

2) Baghdad to Alexandria direct or via Beirut and /or Damascus.

B

In case the designated airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own office and by their own personnel, these airlines will be free to assign such functions to an organisation of their choice approved by the aeronautical authorities of the other Contracting Party and bearing the nationality of that latter party.
