

No. 5652

**EGYPT
and
SYRIA**

**Agreement (with annex) concerning scheduled air transport
services between and beyond their respective territories.
Signed at Cairo, on 3 July 1955**

Official texts: French and Arabic.

Registered by the International Civil Aviation Organization on 27 March 1961.

**ÉGYPTE
et
SYRIE**

**Accord (avec annexe) relatif au transport aérien régulier
entre leur territoire et au-delà. Signé au Caire, le
3 juillet 1955**

Textes officiels français et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 27 mars 1961.

[TRANSLATION — TRADUCTION]

No. 5652. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF EGYPT AND THE GOVERNMENT OF THE SYRIAN REPUBLIC CONCERNING SCHEDULED AIR TRANSPORT SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT CAIRO, ON 3 JULY 1955

The Government of the Republic of Egypt and the Government of the Syrian Republic,

Desiring to strengthen the bonds of co-operation between them,

Desiring to help in every possible way to foster air travel and to extend its benefits for the good of mankind at the lowest rates consistent with sound economic principles,

Considering that it is desirable to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and securing the many indirect benefits of this form of transportation to the common welfare of both countries,

Being parties to the Convention on International Civil Aviation (hereinafter referred to as "the Convention") signed at Chicago on 7 December 1944;² and

Desiring to conclude an agreement for the purpose of establishing scheduled civil air services between and beyond their respective territories, have appointed the undersigned plenipotentiaries for this purpose, who have agreed as follows :

Article I

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating the scheduled air services mentioned in the annex³ thereto (hereinafter referred to as "the agreed services") on the routes specified in the said annex (hereinafter referred to as "the specified air routes").
2. All or part of any of these services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which these rights are granted.

¹ Came into force on 11 March 1956, after ratification by the competent authorities of the two Contracting Parties, in accordance with article XIX.

² See footnote 2, p. 56 of this volume.

³ See p. 95 of this volume.

Article II

1. The agreed services may be inaugurated at any time after the provisions of paragraphs (a) and (b) of this article have been complied with.

- (a) Each Contracting Party shall designate to the other Contracting Party one or more airlines for the purpose of operating the agreed services.
- (b) On receipt of this designation, the other Contracting Party shall, subject to the provisions of paragraph 2 of this article and of article III of this Agreement, without undue delay grant the requisite operating permit to the designated airline or airlines.

2. The aeronautical authorities of one Contracting Party may, before granting the requisite permit to an airline designated by the other Contracting Party, require the airline to satisfy them that it fulfils the conditions prescribed under the laws and regulations which they normally apply to the operation of scheduled air services, provided that such laws and regulations do not conflict with provisions of the Convention or of this Agreement.

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 this 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 that Party.

2. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in article V of this 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 regulations of the Contracting Party granting the rights, or otherwise to operate in accordance with the conditions prescribed in this Agreement. Such unilateral action, however, shall not take place before the intention to do so is notified to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to agreement within a period of twenty-eight days from the date of the said notification.

Article IV

Each Contracting Party grants to the other Contracting Party the right

- (a) To fly across its territory without making stops.
- (b) To make stops therein for non-traffic purposes.

Article V

1. In the operation of the specified air services, each Contracting Party grants to the airlines designated by the other Contracting Party, subject to the provisions of articles VI and VII, the right to pick up and set down 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 pick 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 fair and equal opportunity for the designated airlines of the two Contracting Parties to operate the agreed services between their respective territories.
2. In the operation of the specified services, the designated airlines shall have as their primary objective the provision of capacity adapted to the current and reasonably foreseeable traffic demand between the territory of the Contracting Party designating the airlines and the countries of ultimate designation of the traffic.
3. In the operation of the agreed 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 agreed services the rights granted to the airlines designated by either Contracting Party shall not be exercised abusively to the detriment or disadvantage of any airline of the other Contracting Party operating on all or part of the same route.

Article VIII

Fuel and lubricating oils taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party shall, subject to compliance in other respects with the customs regulations of the latter Contracting Party, be exempt from customs duties and inspection fees

imposed in the territory of that Contracting Party. This treatment shall be in addition to that accorded under Article 24 of the Convention.

Article IX

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

Article X

1. Rates shall be fixed at a reasonable level, due regard being paid to all relevant factors, including economy of operation, reasonable profit, the characteristics of each service (including speed and comfort), and the rates charged by other airlines operating on the routes concerned or on 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 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 determined as follows :
 - (a) In accordance with any resolutions adopted by an airlines organization of which the airlines designated under this Agreement are members, and accepted by the two Contracting Parties; or
 - (b) By agreement between the airlines concerned designated by the two Contracting Parties to operate the agreed services, where these airlines are not members of the same organization or where no resolution as referred to in paragraph 2 (a) above has been adopted; provided that, if either Contracting Party has not designated an airline to operate on any of the specified air routes and rates for that route have not been fixed in accordance with paragraph 2 (a), the airlines designated by the other Contracting Party to operate on that route may fix the rates to be applied.
3. Rates so fixed shall be submitted to the aeronautical authorities of the two Contracting Parties for approval and shall become effective thirty days after their communication to the said aeronautical authorities, unless the aeronautical authorities of either Contracting Party have given notice of their disapproval.

4. If 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 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 of this Agreement. Pending the settlement of the dispute by agreement or by application of article XV, the rates already established shall remain in force, 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.

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 out in this Agreement and will exchange such information as is necessary for that purpose.

Article XIII

If a multilateral convention on scheduled international air transport is ratified and comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform with the provisions of such convention.

Article XIV

1. 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 aeronautical authorities of the two Contracting Parties. 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 the diplomatic channel.

2. If either of the Contracting Parties considers it desirable to modify any article of this Agreement, it may request diplomatic negotiations. Modifications agreed upon will come into effect after each of the Contracting Parties has notified the other that its constitutional procedures have been complied with.

Article XV

Without prejudice to the provisions of article XVI of this Agreement :

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 a settlement by negotiation within ninety days of the matter in dispute being first raised by either Contracting Party,
 - (a) They may agree to refer the dispute for decision to an arbitral tribunal chosen 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 body to which the dispute was referred under paragraph 2 of this article, to indicate, within thirty days of such request, provisional measures to be taken to preserve the respective rights of the two Contracting Parties.
4. The Contracting Parties undertake to comply with any final decision given or provisional measures ordered under paragraphs 2 and 3 of this article.
5. If either Contracting Party of a designated airline of either Contracting Party fails to comply with a final decision given or provisional measures ordered under paragraphs 2 and 3 of this article, the other Contracting Party may limit, suspend or revoke any rights which it has granted by virtue of this 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 communicated simultaneously 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 acknowledgment of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after its receipt by the Council of the International Civil Aviation Organization.

Article XVII

1. For the purposes 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 or any person or body authorized to perform the functions at present exercised by him, and, in the case of the Government of the Syrian Republic, the Minister of Public Works and Communications or any person or body authorized to perform the functions at present exercised by him.
2. The term “designated airlines” shall mean the airlines which the aeronautical authorities of one of the Contracting Parties have designated to operate the agreed services and which have been notified in writing to the other Contracting Party.
3. The annex to this Agreement shall be deemed to be part thereof and, all references to the Agreement shall include reference to the Annex, except where otherwise expressly provided.

Article XVIII

Nothing in this Agreement or its annex shall be interpreted or construed as conferring exclusive rights upon either of the Contracting Parties or its airlines or as preventing the grant of similar rights to airlines of any other State.

Article XIX

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

DONE at Cairo, on 3 July 1955.

On behalf of the
Syrian Government :

Mr. Sami EL-KHOURI
Chargé d’Affaires,
Syrian Embassy,
Cairo

On behalf of the
Egyptian Government :

Mr. Khairat SAID
Vice Minister
of Foreign Affairs,
Egypt

ANNEX

“ A ”

1. The airlines designated by the Government of the Syrian Republic shall be entitled to operate air services in both directions on the routes specified hereunder :
 - (a) Points in Syrian territory – Cairo or Alexandria.
 - (b) Routes to be designated at a later date from points in Syrian territory to points in Egyptian territory or beyond.
2. The airlines designated by the Government of the Republic of Egypt shall be entitled to operate air services in both directions on the routes specified hereunder :
 - (a) Points in Egyptian territory – Damascus.
 - (b) Points in Egyptian territory – Damascus and/or Baghdad or Basra to Tehran and beyond.
 - (c) Points in Egyptian territory – Damascus and/or Baghdad or Basra or Kuwait and points on the Persian Gulf to Pakistan, India and beyond.
 - (d) Points in Egyptian territory – Damascus and/or Aleppo to Turkey and Greece – Cairo and return.

NOTE: The designated airlines of the Contracting Parties may on any or all flights omit any stop or stops on any of the specified air routes except those at points in the territory of Syria or Egypt.

“ B ”

If the designated airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own offices and by their own personnel, the latter Contracting Party may require them to assign such functions to an undertaking approved by its aeronautical authorities and having its nationality.
