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No. 5917

**CZECHOSLOVAKIA
and
SYRIA**

**Agreement (with annex and exchange of notes) concerning
scheduled civil air services. Signed at Damascus, on
30 July 1957**

Official text: French.

Registered by the International Civil Aviation Organization on 25 October 1961.

**TCHÉCOSLOVAQUIE
et
SYRIE**

**Accord (avec annexe et échange de notes) relatif aux ser-
vices aériens civils réguliers. Signé à Damas, le 30 juil-
let 1957**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1961.

[TRANSLATION — TRADUCTION]

No. 5917. AGREEMENT¹ BETWEEN THE CZECHOSLOVAK REPUBLIC AND THE REPUBLIC OF SYRIA CONCERNING SCHEDULED CIVIL AIR SERVICES. SIGNED AT DAMASCUS, ON 30 JULY 1957

The Government of the Czechoslovak Republic and the Government of the Republic of Syria,

Desiring to promote scheduled civil air transport between Czechoslovakia and Syria have agreed as follows :

Article 1

(1) The Contracting Parties grant each other the rights specified in this Agreement for the purposes of establishing and operating the agreed services.

(2) The airline designated by one Contracting Party shall enjoy, in the territory of the other Contracting Party, the right of transit and the right to make non-traffic stops for civil purposes ; it may also use airports and other facilities provided for international traffic. It shall also enjoy, in the territory of the other Contracting Party and on the air routes specified in the annex,² 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

The capacity provided by each of the airlines designated to operate the agreed services shall be related to the traffic demand ; it shall be determined by direct agreement between the designated airlines in the case of common routes and shall be subject to approval by the aeronautical authorities of the two Contracting Parties.

Article 3

(1) The agreed services may be inaugurated as soon as :

- (a) The Contracting Party to which the rights are granted has designated an airline for this purpose,
- (b) The Contracting Party granting the rights has issued the appropriate operating permit to the said airline ; subject to the provisions of paragraph (2) of this article and to those of article 4, it shall do so without undue delay.

¹ Came into force on 20 February 1958, the date of the exchange of the instruments of ratification at Damascus, in accordance with article 17.

² See p. 137 of this volume.

(2) Nevertheless, before being authorized to inaugurate the agreed services, the designated airline may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operation of international air services.

Article 4

Each Contracting Party reserves the right to withhold an operating permit from the airline 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 such airline are vested in nationals of the other Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in article 8 or with the conditions under which the said permit is granted.

Article 5

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

Article 6

The provisions of this Agreement and its annex shall not be regarded or interpreted as conferring on the airline 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 7

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party 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 flight over its own territory certificates of competency and licenses issued to its own nationals by the other Contracting Party.

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 by such aircraft over the said territory shall apply to the aircraft of the airline 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 those relating to entry, immigration, clearance, passports, customs and quarantine, shall apply while aircraft of the airline designated by the other Contracting Party are within the said territory, to the passengers, crews, mail and cargo carried by those aircraft.

Article 9

(1) The tariffs to be applied on the agreed services shall be fixed at reasonable levels having regard, in particular, to economy of operation, reasonable profit and the characteristics of each service such as standards of speed and accommodation.

(2) The tariffs to be applied by each of the designated airlines on any of the air routes specified in the annex shall be fixed either :

- (a) In accordance with such tariff resolutions as may have been adopted by an airlines association 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 association, or in the absence of resolutions as described in paragraph (2) (a) above ; if either Contracting Party has not designated an airline for one of the specified routes, and if tariffs for that route have not been fixed in accordance with paragraph (2) (a) above, the airline designated by the other Contracting Party to operate air services on that route may fix the tariffs therefor.

(3) The tariffs so fixed shall be communicated, by the aeronautical authorities of the Contracting Party proposing them, to the aeronautical authorities of the other Contracting Party and shall become effective if the other Contracting Party has raised no objection within forty-five days from the date of their receipt.

(4) In the event that tariffs are not fixed in accordance with paragraph (2) above, or if the aeronautical authorities of either Contracting Party disapprove of the tariffs 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 agreement or under article 14, the tariffs previously in effect or, if no tariffs have yet been fixed, reasonable tariffs shall be applied 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

(1) Each Contracting Party may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities ; it shall ensure that such charges do not exceed those which would be paid by its national aircraft or by 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 airline and intended solely for use by the aircraft of that airline shall be accorded, subject to reciprocity, treatment as favourable as that applied 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) The aircraft operated on the agreed services by the designated airline of one Contracting Party and 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 and any other national duties and charges, even though such equipment and supplies be used or consumed on flights over the said territory.

Article 12

(1) Should either Contracting Party 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.

(2) If the said authorities agree on the modifications to be made to the Agreement, such modifications shall take effect after they have been confirmed by an exchange of diplomatic notes.

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

Article 13

(1) Each of the two Contracting Parties shall require its designated airline to communicate to the aeronautical authorities of the other Party, as far in advance as

possible its proposed time-tables and tariffs and any other information concerning the operation of the agreed services.

(2) Each of the two Contracting Parties shall require its designated airline to communicate regularly to the aeronautical authorities of the other Contracting Party traffic statistics on the agreed services.

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 direct negotiation.

(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, they shall refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to any other person or body.

(3) Either Contracting Party may request the arbitral tribunal or other person or body to which 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 by its designated airline, of the rights granted under this Agreement.

(6) The provisions of this article shall not affect the right of either Contracting Party to apply article 15 below at any time.

Article 15

Either Contracting Party may at any time give the other Contracting Party notice, through the diplomatic channel, of its desire to terminate this Agreement. If thus denounced, the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party unless the notice is withdrawn by agreement before the expiry of that period.

Article 16

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

Article 17

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 on the date of the exchange of the instruments of ratification, which shall take place at Damascus.

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

DONE at Damascus on 30 July 1957, in duplicate in the French language.

For the Government
of the Czechoslovak Republic :

Karel ŠTEKL

For the Government
of the Republic of Syria :

A. HAROUN

A N N E X

1. Syrian Routes :

The designated Syrian airline may operate air services in both directions on air routes leading from Syrian territory, via intermediate points, to Czechoslovakia and beyond.

The stops shall be fixed later by agreement between the Contracting Parties.

2. Czechoslovak routes :

Prague – points in Europe – Beirut – Damascus or Aleppo – points in Iraq – points in Iran – points in Saudi Arabia – Karachi and beyond, in both directions.

3. The airlines designated by the Contracting Parties may omit permanently or temporarily certain of the intermediate stops provided for in this annex.

EXCHANGE OF NOTES

I

Damascus, 30 July 1957

Your Excellency,

With reference to the Agreement between Syria and Czechoslovakia concerning air services, signed on 30 July 1957,¹ I have the honour to confirm, on behalf of my Government, the agreement reached on the following interpretation of paragraph 2 of the annex² to the Agreement.

In the case of services on the routes between Damascus or Aleppo, on the one hand, and Beirut, points in Iraq and points in Saudi Arabia, on the other, the airline designated by Czechoslovakia shall not, under the present arrangements, have the right to pick up or set down commercial traffic in passengers, mail or cargo originating in or destined for those points.

I have the honour to be, etc.

A. HAROUN

Minister for Public Works and Communications

His Excellency the Deputy Minister for Transport
of the Czechoslovak Republic
Damascus

¹ See p. 127 of this volume.

² See p. 137 of this volume.

II

Damascus, 30 July 1957

Your Excellency,

I have the honour to acknowledge receipt of the letter which you were good enough to send me today and which reads as follows :

[See note I]

I have the honour to inform you that the Czechoslovak Government agrees to the terms of that letter.

I have the honour to be, etc.

Karel ŠTEKL

Deputy Minister for Transport
of the Czechoslovak RepublicHis Excellency the Minister for Public Works
and Communications

Damascus

III

Damascus, 30 July 1957

Your Excellency,

With reference to article 1, paragraph (2), of the Agreement between Syria and Czechoslovakia concerning air services, signed on 30 July 1957, under which the airline designated by Czechoslovakia is granted the right of transit and the right to make non-traffic stops for civil purposes, I have the honour to point out to you that it has been agreed that the number of stops made by that airline in Syrian territory shall be in a reasonable proportion to the total number of flights which it makes over Syrian territory. That proportion shall be determined in the course of subsequent negotiations between the aeronautical authorities of the two Parties. In any event, the number of transit flights shall not exceed the number of flights with landings at Damascus or Aleppo.

I have the honour to be, etc.

A. HAROUN

Minister for Public Works and Communications

His Excellency the Deputy Minister for Transport
of the Czechoslovak Republic

Damascus

IV

Damascus, 30 July 1957

Your Excellency,

I have the honour to acknowledge receipt of the letter which you were good enough to send me today and which reads as follows :

[See note III]

I have the honour to inform you that the Czechoslovak Government agrees to the terms of that letter.

I have the honour to be, etc.

Karel ŠTEKL
Deputy Minister for Transport
of the Czechoslovak Republic

His Excellency the Minister for Public Works
and Communications
Damascus
