

No. 6452

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
SYRIA**

**Agreement (with annex) for scheduled civil air services between and beyond their respective territories. Signed at Damascus, on 30 January 1954**

*Official texts: English and Arabic.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 20 December 1962.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
SYRIE**

**Accord (avec annexe) relatif à la création de services aériens civils réguliers entre les territoires des deux pays et au-delà. Signé à Damas, le 30 janvier 1954**

*Textes officiels anglais et arabe.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 20 décembre 1962.*

No. 6452. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE SYRIAN REPUBLIC FOR SCHEDULED CIVIL AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT DAMASCUS, ON 30 JANUARY 1954

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Syrian Republic ;

Desiring to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles, and to stimulate international air travel as a means of promoting friendly understanding and goodwill among peoples and ensuring to the common welfare of their two countries the many indirect benefits of this form of transportation ;

Desiring to conclude an agreement for the purpose of establishing civil air services between and beyond the territories of the United Kingdom and Syria ;

Have agreed as follows :

*Article I*

(1) The Annex<sup>2</sup> to the present Agreement shall be deemed to be an integral part thereof.

(2) For the purpose of the present Agreement, unless the context otherwise requires :

(a) the term "the Convention" means the Convention of International Civil Aviation opened for signature at Chicago on the seventh day of December 1944<sup>3</sup> and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof ;

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<sup>1</sup> Came into force on 8 December 1955, the date of the exchange of the instruments of ratification at London, in accordance with article XV.

<sup>2</sup> See p. 70 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469 ; Vol. 178, p. 420 ; Vol. 199, p. 362 ; Vol. 252, p. 410 ; Vol. 324, p. 340 ; Vol. 355, p. 418, and Vol. 409, p. 370.

- (b) the term "aeronautical authorities" means, in the case of the United Kingdom, the Minister of Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Minister, and in the case of Syria the Minister of Public Works and Communications and any person or body authorised to perform any functions at present exercised by the said Minister.
- (c) the term "designated air-line" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article III of the present Agreement, for the operation of air services on the routes specified in such notification ;
- (d) the term "territory" in relation to a Contracting Party or any other State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate or trusteeship of that Contracting Party or any other State ; and
- (e) the terms "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention.

#### *Article II*

Subject to the provisions of the present Agreement each Contracting Party grants the other Contracting Party the rights specified in paragraph 4 of the Annex to the present Agreement for the purpose of establishing and operating air services on the routes specified in that paragraph (hereinafter referred to as the "agreed services" and the "specified routes").

#### *Article III*

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (4) and (5) of this Article and of paragraph (1) of Article VII, without delay grant to the airline or airlines designated the appropriate authority to operate.

(3) Subject to the provisions of paragraph (2) of the Annex to the present Agreement, 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 agreed services on the specified routes.

(4) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and

reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

(5) Nothing in the present Agreement shall prejudice either Contracting Party in the exercise of its rights under Article 9 of the Convention.

#### *Article IV*

(1) The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline or 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 air services.

(2) Fuel, lubricating oils, and spare parts, to which paragraph (3) does not apply, introduced into, or taken on board aircraft in the territory of one Contracting Party by, or on behalf of, the other Contracting Party or its designated air line and intended solely for use by the latter's aircraft on the agreed services, shall be accorded with respect to Customs duties, inspection fees and all other similar duties and charges imposed by the former Contracting Party, treatment not less favourable than that granted to national airlines or the airline of the most-favoured-nation.

(3) Aircraft of the designated airline or airlines of one Contracting Party operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board such aircraft on arrival in the territory of the other Contracting Party and retained on board shall be exempt in that territory from Customs duties, inspection fees, and similar duties and charges even though such supplies be used by such aircraft on flights in that territory.

#### *Article V*

Subject to the conditions laid down in Article 33 of the Convention, certificates of airworthiness, and certificates of competency and licences, issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes. Each Contracting Party reserves the right, however, to refuse to recognise for the purpose of flight above its own territory certificates of competency and licences granted to its own nationals by the other Contracting Party.

#### *Article VI*

(1) The laws, rules and regulations of one Contracting Party relating to the entry into or departure from its territory of aircraft engaged in international air

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

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

#### *Article VII*

(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 paragraph (4) of the Annex to 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 an airline of the rights specified in paragraph (4) of the Annex to 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 or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement ; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article VIII*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

#### *Article IX*

The Contracting Parties agree that their competent authorities will consult regularly and frequently at the request of either Party so that there will be close

collaboration in the application of the principles and conditions set forth in the present Agreement and its Annex.

*Article X*

The present Agreement and any Exchange of Notes in accordance with Article XI shall be registered with the International Civil Aviation Organisation set up under the Convention.

*Article XI*

If either Contracting Party considers it desirable to modify the present Agreement or its Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities agree on the modifications their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

*Article XII*

(1) Without prejudice to the provisions of Article XIV of this Agreement 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 with the other Contracting Party,

- (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 sixty days, either Contracting Party may submit the dispute for decision to the Council of the International Civil Aviation Organisation.

(3) Either Contracting Party may ask the Council of the International Civil Aviation Organisation or the arbitral tribunal, or other person or body, as the case may be, to which a dispute is referred in accordance with paragraph (2) in this Article to order provisional measures to be taken by the Contracting Parties pending the final decision of the dispute.

(4) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article and with any order made under paragraph (3).

(5) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article or an order made under paragraph (3), 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 airline or airlines of that Contracting Party or to the designated airline in default.

*Article XIII*

If a general multilateral air transport Agreement comes into force by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of the said Agreement.

*Article XIV*

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given the present Agreement shall terminate twelve months after the date of its receipt by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of that period. In the absence of acknowledgment 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 International Civil Aviation Organisation.

*Article XV*

The present Agreement shall be subject to ratification by the Contracting Parties and shall come into force on the date of exchange of the instruments of ratification which shall take place in London as soon as possible.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereto their Seals.

DONE this Saturday 30th day of January, 1954 in duplicate at Damascus in the English and Arabic languages, both texts being equally authentic.

For the Government  
of the United Kingdom of Great  
Britain and Northern Ireland :

A. J. GARDENER  
Her Britannic Majesty's Ambassador  
to Syria

[L. S.]

For the Government  
of the Republic of Syria :

Fathallah ASSIOUN  
Minister of Public Works  
and Communications of Syria

[L.S.]

## ANNEX

(1) The Contracting Parties agree that :

(a) There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(b) In the operation of the agreed services the rights granted to the airlines designated by either Contracting Party shall not be exercised unfairly to the detriment or disadvantage of any airline of the other Contracting Party, operating on all or part of the same route.

(c) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of ultimate destination of the traffic. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :

- (i) traffic requirements between the country of origin and the country of destination of the traffic,
- (ii) traffic requirements of the area through which the airline passes, after taking account of other air transport services established by airlines of the States comprising the area ; and
- (iii) the requirements of through airline operation.

(2) The Contracting Parties also agree that :

(a) The rates on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of economical operation, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the rates charged by other scheduled air service operators on the specified route or part thereof.

(b) 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 territories of a third country and the territory of one of the Contracting Parties shall be fixed either :

- (i) in accordance with such rate resolutions as may be adopted by an airlines' organisation of which the designated airlines concerned are members, and accepted for that purpose by the two Contracting Parties, or
- (ii) by agreement between the designated airlines concerned where these airlines are not members of the same airlines' organisation or where no resolution as referred to in paragraph (2) (b) (i) above has been adopted ; provided that if either Contracting Party has not designated an airline in respect of any of the specified routes, and



rates for that route have not been fixed in accordance with paragraph (2) (b) (i) above, the airlines designated by the other Contracting Party to operate on that route may fix the rates therefor.

(c) Rates so fixed shall be submitted for approval by the aeronautical authorities of the two Contracting Parties and shall become effective forty-five days after their receipt by the said aeronautical authorities unless the aeronautical authorities of either Contracting Party have given notice of disapproval.

(d) In the event that rates are not fixed in accordance with paragraph (2) (b) 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 will 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 XII. Pending the settlement of the dispute by agreement or until it is decided under Article XII the rates already established, or, if no rates have been established, reasonable rates, shall be charged by the airlines concerned.

(3) The Contracting Parties further agree that :

(a) Nothing in the present Agreement or this Annex shall be deemed to confer on the designated 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.

(b) Nothing in the provisions of the present Agreement or this Annex shall be construed or regarded as conferring sole and exclusive rights on either Contracting Party or their airlines or as excluding and discriminating against the airlines of any other State.

(4) (a). The airlines designated by the Government of the United Kingdom shall be entitled to operate air services on the following routes, and shall be accorded rights to fly over and make stops for civil non-traffic purposes in Syrian territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail in Syria at the points specified :

*Route 1.*—London—Zurich and/or Rome—Damascus.

*Route 2.*—London—Zurich and/or Rome and/or Malta and/or Tripoli—Damascus—Basra or Bagdad—Abadan—Kuwait—Bahrain—Karachi and points beyond.

*Route 3.*—(a) London—Zurich and/or Rome and/or Tripoli—Damascus—Tehran, or  
(b) London—Frankfurt—Vienna—Istanbul—Damascus—Tehran.

*Route 4.*—Aden—Djibouti and/or Assab and/or Kamaran and/or Asmara and/or Port Sudan and/or Khartoum and/or Luxor and/or points in Jordan—Damascus.

*Route 5.* Nicosia—Damascus—Bagdad—Basra or Abadan—Kuwait—Bahrain.

*Route 6.*—Nicosia—Aleppo and/or Damascus.

(b) The airlines designated by the Government of the Syrian Republic shall be entitled to operate air services on a route or routes to be determined at a later date from

Syria via intermediate points to United Kingdom territory and beyond, and shall be accorded rights to fly over and to make stops for civil non-traffic purposes in the United Kingdom territory as well as the right to pick up and discharge international traffic in passengers, cargo and mail in United Kingdom territory at the points specified.

(c) A designated airline of either Contracting Party may on any or all flights omit calling at any point or points on any specified route provided that the requirements of the public for air transportation between the territories of the two Contracting Parties are not thereby prejudiced.

For the Government  
of the United Kingdom of Great Britain  
and Northern Ireland :

A. J. GARDENER  
Her Britannic Majesty's Ambassador  
to Syria

For the Government  
of the Republic of Syria :

Fathallah ASSIOUN  
Minister of Public Works  
and Communications of Syria