

**No. 6706**

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**NORWAY  
and  
SYRIA**

**Agreement concerning scheduled civil air services (with annex and exchange of notes). Signed at Damascus, on 25 February 1956**

*Official text: French.*

*Registered by the International Civil Aviation Organization on 15 May 1963.*

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**NORVÈGE  
et  
SYRIE**

**Accord relatif aux transports aériens civils réguliers (avec annexe et échange de notes). Signé à Damas, le 25 février 1956**

*Texte officiel français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.*

[TRANSLATION — TRADUCTION]

No. 6706. AGREEMENT<sup>1</sup> BETWEEN NORWAY AND SYRIA  
CONCERNING SCHEDULED CIVIL AIR SERVICES.  
SIGNED AT DAMASCUS, ON 25 FEBRUARY 1956

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The Royal Government of Norway and the Government of the Syrian Republic,

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

*Article 1*

The Contracting Parties grant each other the following rights necessary for the establishment of the scheduled international civil air services specified in the attached annex, hereinafter referred to as the "agreed services".

The designated airlines of 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 ; they may also use airports and other facilities provided for international traffic. They shall also enjoy, in the territory of the other Contracting Party and on the air routes specified in the annex hereto, 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*

(1) The transport capacity offered by the designated airlines shall be related to the traffic demand.

(2) On common routes, the designated airlines shall 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 of the designated airlines to pick up or set down, at the specified points and on the specified air routes, international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which both Governments subscribe and in such a manner that capacity shall be related to :

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<sup>1</sup> Came into force on 16 October 1957 by the exchange of the instruments of ratification which took place at Damascus, in accordance with article 18.

- (a) Traffic demand between the country of origin and the countries of destination ;
- (b) The requirements of economic operation of the services involved ; and
- (c) The traffic requirements of the areas traversed, local and regional services being taken into account.

(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) The designated airlines shall enjoy, in the territory of both Contracting Parties, equal and fair opportunity to operate the agreed services.

### *Article 3*

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

- (a) The Contracting Party which the rights are granted has designated an airline or airlines for this purpose,
- (b) The Contracting Party granting the rights has issued to the said airlines the appropriate operating permit, which, subject to the provisions of paragraph (2) of this article and to those of article 7 below, it shall do without undue delay.

(2) Nevertheless, before being authorized to inaugurate the agreed services, the designated airlines may be required 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 operation of international air services.

### *Article 4*

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 airlines or as excluding or discriminating against airlines of any third country.

### *Article 5*

The provisions of this Agreement and its annex shall not be regarded or interpreted as conferring on the designated airlines of 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 6*

Unexpired 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 7*

Each Contracting Party reserves the right to withhold an operating permit from a designated airline of 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 one of the Contracting Parties, or in case of failure of such airline to comply with the laws and regulations referred to in article 8 hereunder or with the conditions on which the said permit is granted.

*Article 8*

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

*Article 9*

The Contracting Parties agree that :

(1) The tariffs for the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors including economy of operation, reasonable profit, differences in the characteristics of the service (such as speed and comfort) and the tariffs of other scheduled airlines serving all or part of the specified route.

(2) The tariffs to be applied by each 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 territories of third countries and the territory of one of the Contracting Parties 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 referred to in paragraph (2) (a) above ; provided that if either Contracting Party has not designated an airline for any of the specified routes, and tariffs for that route have not been fixed in accordance with paragraph (2) (a) above, the airlines designated by the other Contracting Party to operate air services on that route may fix the tariffs therefor.

(3) The tariffs thus fixed shall be submitted to the competent aeronautical authorities of the two Contracting Parties for approval and shall become effective forty-five days after the date on which notification of them has been received by the said aeronautical authorities, unless either Contracting Party has signified its disapproval.

(4) In the event that tariffs are not fixed in accordance with the provisions of 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 provided for in article 14. Pending settlement of the dispute by agreement or through the application of article 14, the tariff 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*

In order to prevent discrimination and ensure equality of treatment, it is agreed that :

(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 airlines and intended solely for use by the aircraft of those airlines shall, with respect to customs duties, inspection fees and other duties and charges imposed by the first Contracting Party, be accorded, subject to reciprocity, treatment as favourable as that applied to national airlines operating international air services or airlines of the most favoured nation.

(3) Aircraft operated on the agreed services by the designated airlines of one Contracting Party, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other national duties and charges, even though such supplies be used or consumed on flights over the said territory.

#### *Article 12*

If either Contracting Party considers 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.

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

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

#### *Article 13*

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to ensuring that the principles laid down in this Agreement are being applied and that its purposes are being achieved satisfactorily. They shall take into account, in particular, the traffic statistics of the agreed services, which they undertake to exchange.

#### *Article 14*

(1) If a dispute arises between the Contracting Parties concerning 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 :

- (a) They may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to any other person or body.
- (b) If they cannot agree on this matter or if they cannot agree, within a period of sixty days, on the composition of the arbitral tribunal to which they have agreed to refer the dispute, either of them 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 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, its designated airlines, or by the designated airline in default, of the rights granted under this Agreement.

(6) The provisions of this article shall not in any way restrict the right of either Contracting Party to apply article 16 hereunder at any time.

#### *Article 15*

This Agreement and its annex shall be brought into harmony with any multi-lateral agreement which may become binding on the two Contracting Parties.

#### *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 given to the International Civil Aviation Organization. The Agreement shall terminate twelve months after the date of receipt of such notice by the other Contracting Party, unless the notice 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 it has reached the International Civil Aviation Organization.

*Article 17*

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

*Article 18*

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 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 25 February 1956, in duplicate in the French language.

For the Government  
of the Kingdom of Norway :

(Signed) Christian P. REUSCH

Envoy Extraordinary and Minister  
Plenipotentiary of Norway

For the Government  
of the Syrian Republic :

(Signed) Abdel-Baki NIZAMOUDDINE

Minister of Public Works  
and Communications

## A N N E X

1. *Syrian routes :*

The designated Syrian airlines may operate air services in both directions on air routes leading from points in Syria, via intermediate points, to Scandinavia and beyond. The intermediate points and landing points in Scandinavia shall be determined later by agreement between the Contracting Parties.

2. *Norwegian routes :*

Points in Scandinavia – in Germany – in the Netherlands – in Switzerland – in Austria – in Italy – in Greece – in Turkey – Beirut – points in Syria – in Iraq and/or Dhahran and/or points in Iran – and/or points in Egypt and beyond these countries in both directions.

The airlines designated by the Contracting Parties may omit permanently or temporarily certain of the intermediate stops provided for above.



## EXCHANGE OF NOTES

## I

Damascus, 25 February 1956

Your Excellency,

With reference to the Agreement signed on 25 February 1956<sup>1</sup> between Norway and Syria, I have the honour to inform you that, in accordance with article 3 of that Agreement, the Norwegian Government has designated Det Norske Luftfartselskap (DNL) to serve the routes specified in schedule 2 of the annex to the Agreement.

In this connexion, I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

1. Det Norske Luftfartselskap (DNL), co-operating with Ab Aerotransport (ABA) and Det Danske Luftfartselskab (DDL) under the name of Scandinavian Airlines System (SAS), shall be authorized to operate the services assigned to it in the Agreement, with aircraft, crews and equipment of either or both of the other two airlines.

2. In so far as Det Norske Luftfartselskap (DNL) employs aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were aircraft, crews and equipment of Det Norske Luftfartselskap (DNL), and the competent Norwegian authorities and Det Norske Luftfartselskap (DNL) shall accept full responsibility under the Agreement therefor.

(Signed) Chr. P. REUSCH  
Envoy Extraordinary and Minister  
Plenipotentiary of Norway

His Excellency the Minister of Public Works and Communications  
Damascus

## II

Damascus, 25 February 1956

Your Excellency,

With reference to the Agreement signed on 25 February 1956 between Syria and Norway, I have the honour to inform you that, in accordance with article 3 of that Agreement, the Syrian Government has designated Syrian Airways to serve the routes specified in schedule 1 of the annex to the Agreement.

<sup>1</sup> See p. 219 of this volume.

In this connexion, I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

[See note I]

Minister of Public Works and Communications :

(Signed) Abdel-Baki NIZAMOUDDINE

His Excellency the Envoy Extraordinary  
and Minister Plenipotentiary of Norway  
Damascus

### III

Damascus, 25 February 1956

Your Excellency,

With reference to the Agreement between Syria and Norway concerning air services, signed on 25 February 1956, I have the honour to confirm, on behalf of my Government, the agreement reached on the following interpretation of article 2 of the annex to the Agreement.

In the case of services on the routes between Beirut and Syria and Egypt and Syria, the airlines designated by Norway 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.

(Signed) Abdel-Baki NIZAMOUDDINE

Minister of Public Works and Communications

His Excellency the Envoy Extraordinary  
and Minister Plenipotentiary of Norway  
Damascus

## IV

Damascus, 25 February 1956

Your Excellency,

I have the honour to acknowledge receipt of the letter of today's date in which you were good enough to inform me of the agreement reached on the following interpretation of article 2 of the annex to the Agreement :

[See note III]

I have the honour to inform you that the Norwegian Government agrees with the Syrian Government on this interpretation.

(Signed) Chr. P. REUSCH  
Envoy Extraordinary  
and Minister Plenipotentiary of Norway

His Excellency the Minister of Public Works and Communications  
Damascus