

No. 7178

**SYRIAN ARAB REPUBLIC
and
HUNGARY**

**Civil Air Transport Agreement (with annex and exchange
of letters). Signed at Damascus, on 18 October 1962**

Official text: French.

Registered by the Syrian Arab Republic on 24 March 1964.

**RÉPUBLIQUE ARABE SYRIENNE
et
HONGRIE**

**Accord relatif aux transports aériens civils (avec annexe et
échange de lettres). Signé à Damas, le 18 octobre 1962**

Texte officiel français.

Enregistré par la République arabe syrienne le 24 mars 1964.

[TRANSLATION — TRADUCTION]

No. 7178. CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC. SIGNED AT DAMASCUS, ON 18 OCTOBER 1962

The Government of the Hungarian People's Republic and the Government of the Syrian Arab Republic, hereinafter referred to as the Contracting Parties, desiring to promote international co-operation in the field of civil air traffic and to develop friendly relations, have agreed as follows :

Article I

The Contracting Parties grant each other the right to establish and operate international civil air services, hereinafter referred to as the agreed air services, for the purpose of providing international transport of passengers, baggage, cargo and mail on the routes specified in the annex² to this Agreement.

Article II

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

- (a) The Contracting Party to which the rights are granted has designated its 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 4 of this article, it shall do so as soon as possible.

(2) Each of the two Contracting Parties shall guarantee to the airline designated by the other Contracting Party the following rights :

- (a) The right to use airports open to international civil air traffic, and available facilities for ensuring the safety and regularity of civil air services, in particular radio, lighting and meteorological services;
- (b) The right to pick up and set down in the territory of the said Contracting Party and on the routes specified in the annex to this Agreement international traffic in passengers, baggage, cargo and mail.

¹ Came into force on 22 May 1963, the date of the exchange of the instruments of ratification, in accordance with article XVIII.

² See p. 223 of this volume.

(3) The provisions of this Agreement and its annex shall not be regarded or interpreted as conferring on the airline designated 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 (cabotage).

(4) In any case where an airline fails to comply with the laws and regulations of the Contracting Party granting those rights, or fails to operate in accordance with the conditions prescribed in this Agreement, that Contracting Party reserves the right to suspend the exercise by the said airline of the rights specified in this article or to impose on the airline such conditions as it may deem necessary.

(5) The action indicated in paragraph 4 of this article shall not be taken before notice in writing of such proposed action, stating the grounds therefor, has been given to the other Contracting Party or, if negotiations on this matter between the aeronautical authorities of both Contracting Parties have not led to agreement, within a period of sixty days from the date of receipt by the other Contracting Party of the said notice sent through ordinary channels.

Article III

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 IV

(1) The airlines designated by the Contracting Parties shall communicate to each other regularly their timetables, their tariffs and any other necessary information concerning their operations. The timetables, tariffs and information shall be communicated as well in advance of their entry into force as possible.

(2) The aeronautical authorities of the Contracting Parties shall, on request, provide each other with statistical data concerning the traffic carried by their airlines to, from or across the territory of the other Contracting Party, indicating the point of departure and the point of destination of the services.

(3) The aeronautical authorities shall urge the airlines designated by them to co-operate closely in all matters related to operation of the agreed services.

Article V

(1) The tariffs to be applied on the agreed services shall be fixed by the designated airlines at reasonable levels, having regard, in particular, to all relevant factors, including cost of operation, the characteristics of each service, such as standards of speed and comfort, and the tariffs of other airlines on the same routes.

(2) If the designated airlines are unable to reach agreement or if, for any reason, it has proved impossible to fix a tariff in accordance with paragraph (1) of this article, the aeronautical authorities of the Contracting Parties shall fix the tariffs by agreement.

(3) If the aeronautical authorities cannot reach an agreement, the dispute shall be settled in accordance with the provisions of article XV.

Article VI

(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 arrival and departure formalities, passports, customs and quarantine, shall apply to passengers, crews, mail and cargo carried by aircraft of the airline designated by the other Contracting Party while those aircraft are within the said territory.

Article VII

Taxes, duties and other charges for use of the airports and other facilities of the Contracting Parties shall be paid by the airlines designated by one of the Contracting Parties in accordance with the tariffs set by the authorities of the Contracting Party providing such facilities.

Article VIII

(1) 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 aircraft of that airline shall, subject to reciprocity, be accorded with respect to customs duties, inspection fees and other duties and charges imposed by the first Contracting

Party, treatment as favourable as that applied to airlines of the most favoured nation.

(2) The aircraft used 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 equipment and supplies be used or consumed on flights over the said territory, subject to normal customs control.

Article IX

(1) The airlines designated by the Contracting Parties shall be required to ensure that their aircraft making flights under this Agreement carry the following documents :

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Aircraft radio station licences;
- (d) Appropriate personnel licences for each member of the crew;
- (e) Aircraft journey log-book or other equivalent document;
- (f) Passenger list;
- (g) Cargo and mail manifest;
- (h) Any special permits required for certain loads.

(2) The certificates mentioned under (a) and (b) may be incorporated in a single document, in accordance with the national regulations of the Contracting Parties.

Article X

(1) Aircraft certificates of airworthiness, personnel licences of crew members and all other similar documents issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

(2) Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its territory, personnel licences and other documents issued to its own nationals by the other Contracting Party.

Article XI

The designated airlines shall have the right to keep representatives in the territory of the other Contracting Party. Such representatives may only be nationals of one of the Contracting Parties.

Article XII

(1) Each Contracting Party undertakes to provide such measures of assistance to aircraft of the other Contracting Party in distress on its territory as it may find practicable, and to permit, subject to control by its own authorities, authorities of the other Contracting Party, or representatives of the designated airline to visit the scene and provide such measures of assistance as may be necessitated by the circumstances.

(2) In the event of a forced landing by or accident involving an aircraft, the Contracting Parties shall furnish without delay all necessary assistance to the aircraft in distress and to their crews and passengers, and shall take action to protect the mail, baggage and cargo found on board the aircraft when the competent authorities arrive at the scene.

(3) If, in case of a forced landing or accident, the aircraft or its equipment have incurred serious damage, or death or personal injury has occurred and if serious material losses have been caused on the ground, the aeronautical authority of the territory in question shall immediately institute an inquiry into the circumstances of the accident and shall simultaneously notify the aeronautical authority of the other Contracting Party, inviting it to appoint observers to attend the inquiry. The Contracting Party conducting the inquiry shall communicate as soon as possible to the aeronautical authority of the other Contracting Party a copy of the report and findings concerning the accident and shall make available to that Party the records of the inquiry.

Article XIII

All financial questions arising from air transport operations under this Agreement shall be settled within the framework of the agreements existing between the Contracting Parties and under applicable laws of the Contracting Parties.

Article XIV

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall consult each other at the request of either authority, for the purpose of ensuring that the principles laid down in this Agreement are being observed and that its provisions are being implemented. They shall exchange such information as is necessary for that purpose.

Article XV

If a dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, they shall in the first place endeavour to settle it by direct negotiations between the aeronautical authorities. If they

fail to reach an agreement by negotiation within sixty days from the date on which one of them first raised the matter with the other Contracting Party, the dispute shall be settled through the diplomatic channel.

Article XVI

(1) The annex to this Agreement shall be deemed an integral part thereof and any reference to the Agreement shall also apply to the annex except where the text of the Agreement expressly provides otherwise.

(2) If a Contracting Party considers it desirable to modify one of the terms of this Agreement it may propose, through the diplomatic channel, that negotiations be opened. The modification shall take effect after it has been confirmed by an exchange of diplomatic notes and on the date set in those notes.

(3) The specified routes and the provisions of the annex to this Agreement may be modified by agreement between the aeronautical authorities of the two Contracting Parties.

Article XVII

This Agreement shall remain in force until one of the Contracting Parties notifies the other Contracting Party, through the diplomatic channel, of its desire to terminate it. In that event, the Agreement thus denounced 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 XVIII

This Agreement shall be ratified in accordance with the constitution of each Contracting Party and shall enter into force on the date of the exchange of the instruments of ratification.

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

DONE at Damascus, on 18 October 1962, in duplicate in the French language.

For the Government
of the Hungarian People's Republic :

Rudolf RONAI

For the Government
of the Syrian Arab Republic :

Younni DEMLOGE

ANNEX

1. The airline designated by the Government of the Hungarian People's Republic shall have the right to operate air services on the following routes :

- (a) Budapest – intermediate points – Damascus or Aleppo, in both directions;
- (b) Budapest – intermediate points – Damascus or Aleppo and beyond, in both directions.

2. The airline designated by the Government of the Syrian Arab Republic shall have the right to operate air services on the following routes :

- (a) Damascus or Aleppo – intermediate points – Budapest, in both directions;
- (b) Damascus or Aleppo – intermediate points – Budapest and beyond, in both directions.

3. The airlines designated by each Contracting Party shall have the right to make flights across the territory of the other Contracting Party without landing. The number of such transit flights shall be determined in the course of subsequent negotiations between the aeronautical authorities of the two Contracting Parties. In any case, the number shall not exceed the number of flights with landing in the territory of the Contracting Parties.

4. The airlines designated by the two Contracting Parties shall enjoy traffic rights between points in the territory of the Contracting Parties on the one hand, and intermediate points and points beyond on the other hand, in accordance with subsequent agreements between the aeronautical authorities of the two Contracting Parties.

5. The routes of airlines designated under the present Agreement shall be established in such a manner that their aircraft shall not make stops in Israel or fly across Israel.

EXCHANGE OF LETTERS

I

Sir,

With reference to the Civil Air Transport Agreement signed on 18 October 1962¹ between the Government of the Hungarian People's Republic and the Government of the Syrian Arab Republic, I have the honour to confirm the agreement concerning the procedure for authorizing special flights, which was reached in the course of our negotiations. Under that agreement :

(1) The designated airlines may make direct to the aeronautical authority of the other Contracting Party a request for permission to operate special flights to or across its territory.

¹ See p. 211 of this volume.

(2) The aeronautical authority to which the request has been made shall, without delay and in a spirit of close collaboration, communicate its reply to the said airline.

(3) The airlines shall communicate their requests for permission to the competent aeronautical authority at least twenty-four hours before the proposed departure; it is understood that the request shall arrive between 10 a.m. and 2 p.m. on Monday, Tuesday, Wednesday and Thursday and between 10 a.m. and 12 noon on Saturday. General holidays (Friday and Sunday) and official holidays of either country shall not be included in the above-mentioned period of twenty-four hours.

(4) The request for permission to operate special flights shall contain the information prescribed in the AIP of the Contracting Party to which the request has been made and shall fulfil the other requirements of that AIP.

Accept, Sir, the assurances of my highest consideration.

Damascus, 18 October 1962

Rudolf RONAI
Chairman of the Hungarian Delegation

Mr. Youmni Demloge
Chairman of the Syrian Delegation
Damascus

II

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows :

[*See letter I*]

I have the honour to inform you that I agree to the terms of that letter.

Accept, Sir, the assurances of my highest consideration.

Damascus, 18 October 1962

Youmni DEMLOGE
Chairman of the Syrian Delegation

Mr. Rudolf Ronai
Chairman of the Hungarian Delegation
Damascus